

Exhibit E

Supplemental Agreement

Covering

UAW-DELPHI LEGAL SERVICES PLAN

Exhibit I

to

AGREEMENT

between

DELPHI CORPORATION

and the

UAW

September 18, 2003

(Effective October 6, 2003)

Supplemental Agreement

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EXHIBIT I
SUPPLEMENTAL AGREEMENT
(Legal Services Plan)

Sect. 1

**SUPPLEMENTAL AGREEMENT
LEGAL SERVICES PLAN**

**UAW-DELPHI LEGAL SERVICES PLAN FOR
UAW REPRESENTED HOURLY EMPLOYEES OF
DELPHI CORPORATION IN THE UNITED
STATES**

Section 1.

1.01 Establishment of Plan.

The UAW-Delphi Legal Services Plan for UAW Represented Hourly Employees of Delphi Corporation in the United States, hereafter "Plan", is established and restated, as set forth herein, for the purpose of providing certain specified, personal legal service benefits to Participants in accordance with Section 120 of the Internal Revenue Code of 1986, as amended. The Plan covers only legal services arising under the laws of the United States, or any state, commonwealth, district, territory or any political subdivision thereof. Canadian legal matters are to be handled pursuant to the letter on that subject, attached to this agreement.

Section 2.

Definition of Terms

The following definitions will apply to all words and phrases capitalized in the text which follows:

2.01 Assistant Director means an individual, nominated by the Director, and appointed by the Committee, who is responsible for administering the Plan in a given functional or geographic area, under the supervision of the Director.

Sect. 2, 2.02

2.02 Attorney means an individual licensed to practice law in the relevant State(s) and/or jurisdiction(s).

2.03 Benefits means the specified, personal legal services and related items, including but not limited to, court costs, filing fees, deposition and discovery, which are necessary and appropriate to the particular legal representation or proceeding provided pursuant to this Plan.

2.04 Committee means the Administrative Committee, as provided for in Section 3 of this Plan.

2.05 Cooperating Attorney means an Attorney, other than a full or part-time employee of the Plan, who has contracted with the Plan to provide one or more Benefits to Participants.

2.06 Corporation means Delphi Corporation, a Delaware corporation, and all its wholly-owned or controlled subsidiary, domestic corporations.

2.07 Covered Dependent means individual(s) related to an Employee or Retiree in any of the following ways:

(a) **Spouse** means the individual currently married to a Participant under the laws of the relevant jurisdiction. A spouse by common-law marriage is a Covered Dependent only where such a relationship with the Employee or Retiree is recognized by the laws of the jurisdiction, otherwise not.

(b) **Domestic Partner** means individuals so defined and eligible for benefits under the Delphi-UAW Health Care Program.

(c) **Surviving Spouse** means an Employee's or Retiree's spouse who survives him/her, and who is eligible for surviving spouse benefits under the Delphi Corporation Hourly Rate Employees Pension Plan or transition, bridge or health insurance benefits under the

Sect. 2, 2.07(c)

Supplemental Agreement covering Insurance Program Incorporating the Delphi Corporation Insurance Program Agreement. A dependent of a Surviving Spouse is eligible only if a Covered Dependent of the deceased Employee or Retiree.

(d) Dependent Children, provided they meet the requirements of this subsection:

(i) Personal Status - the child must be the child of the Employee or Retiree, or of an Employee's or Retiree's spouse, by birth, legal adoption, or legal guardianship;

(ii) Age - the child must not have reached the end of the calendar year in which the child becomes age 25;

(iii) Marital Status - the child must be unmarried;

(iv) Residency - the child must reside with the Employee or Retiree, as a member of such Employee's or Retiree's household or, if not a member of the household, such Employee or Retiree must be legally responsible for the child (e.g., child of divorced parents, legal ward, child confined to training institution, child in school);

(e) Other Dependents means other individuals who are dependents of an Employee or Retiree as defined under Section 152 of the Internal Revenue Code;

Eligibility under (ii) above ceases at the end of the calendar year in which the child becomes age 25, unless prior to such date the child has been determined to be totally and permanently disabled. For the purposes of this subsection "totally and permanently disabled" shall mean having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can

Sect. 2, 2.07(e)

be expected to result in death or be of long-continued or indefinite duration, provided that each disabled child who has reached the end of the calendar year in which he/she attained 25 years of age must legally reside with or be a member of the household of the Employee or Retiree and must be dependent upon the Employee or Retiree.

For the purposes of this Section, children of the Employee or Retiree shall include the after-born child of an Employee or Retiree.

2.08 Director means the individual appointed by the Committee, who is responsible for administering the Plan, set out in Section 3.01(e) of this Plan.

2.09 Employee means any individual who is actively employed by the Corporation on an hourly basis, or who retains seniority rights under the terms of the Delphi-UAW National Agreement, in the United States, and who is also a member of the bargaining unit as defined in said National Agreement, represented by the Union.

2.10 ERISA means the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, et. seq., as amended from time to time.

2.11 Named Fiduciary means the Administrative Committee of the Plan. The Committee may delegate authority to carry out such of its responsibilities as it deems proper to the extent permitted by the Employee Retirement Income Security Act of 1974.

2.12 Fund means the fund of assets established and maintained to provide Benefits under the Plan, as set out in the Funding Instrument and Section 6 of this Plan.

2.13 Funding Agency means the trustee(s), including ancillary trustee(s), if any, or both, individually or collectively, which has undertaken to hold and invest the assets of the Fund and pay benefits, directly or indirectly, under this Plan.

Sect. 2, 2.14

2.14 Funding Instrument means the trust instrument(s) undertaken by the Funding Agency, including ancillary trust agreement, if any.

2.15 Legal Worker means any individual, other than an Attorney or clerical employee, who is employed by the Plan, either on a full or part-time basis, to assist a Staff Attorney or Cooperating Attorney in providing Benefits.

2.16 Plan means the UAW-Delphi Legal Services Plan for UAW Represented Hourly Employees of Delphi Corporation in the United States as set forth herein.

2.17 Participant means an Employee, Retiree, and/or Covered Dependent, as defined in this Section 2.

2.18 Retiree means any individual who was formerly an Employee, who is eligible for benefits, other than a deferred pension, under the Delphi-UAW Pension Plan, as amended from time to time.

2.19 Staff Attorney means an Attorney, employed by the Plan on a full or part-time basis, other than a Cooperating Attorney.

2.20 Union means the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

2.21 Personnel Administrator means an individual nominated by the Director, and appointed by the Committee, who is responsible for functions assigned by the Director, and performed under the supervision of the Director.

Sect. 3

Section 3.

Administration

3.01 Allocation of Power and Duties. The Plan shall be administered by the following, who shall have the powers and duties specified herein and none other:

(a) **Union:** name and monitor its members of the Committee, as provided in 3.02 below.

(b) **Corporation:** name and monitor its members of the Committee, as provided in 3.02 below.

(c) **Independent Member:** act as Chair of the Committee, and carry out such other responsibilities as may be delegated by the Union and Corporation Members of the Committee.

(d) **Committee:** The Committee shall have such powers and duties, not otherwise assigned by this Section, as are necessary for proper administration of the Plan, including, but not limited to, the following:

(i) Select, appoint, remove, direct, and monitor the Director.

(ii) Receive the Director's nomination(s) for Assistant Director(s), and Personnel Administrator(s) and select, appoint, and remove Assistant Director(s), and Personnel Administrator(s).

(iii) Provide a mechanism, as set out in 3.03 below, for review and adjudication of the appeal of individuals dissatisfied with the actions of the Director, Assistant Director(s), or any representative of the Plan.

(iv) In its sole discretion, establish limitations of any Benefit, but may not expand benefits beyond those specified in Section 5 below.

(v) Prescribe uniform rules and regulations, consistent with the provisions of this Plan, for

Sect. 3, 3.01(d)(v)

determining an individual's eligibility for Benefits, and for determining whether a claimed Benefit is covered or not.

(vi) Prescribe uniform procedures to apply for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits.

(vii) In its discretion, prescribe uniform procedures for evaluating Benefit usage under the Plan, and collecting data thereon.

(viii) Either directly or by delegation, request disbursement from the Fund in accordance with provisions of the Plan and the Funding Instrument, and receive such disbursements. Establish and maintain such depository and other accounts as may be required.

(ix) Receive a report, not less frequently than quarterly, together with an annual report, from the Director on the operation and status of the Plan.

(x) Receive a report, not less frequently than annually, from the Funding Agency on the status of the Fund.

(xi) Prescribe geographic locations and procedures for providing benefits under the Plan.

(xii) Delegate any of the above powers and duties in such manner as the Committee considers necessary and proper.

(e) **Director:** In addition to those delegated by the Committee, the Director shall have the following powers and duties.

(i) Act as the chief executive officer of the Plan.

(ii) When duly authorized, take such action in the name of the Plan or the Committee as is necessary to administer the Plan.

Sect. 3, 3.01(e)(iii)

(iii) Keep the books and records of the Plan and, not less frequently than annually, cause those books to be audited by an independent Certified Public Accountant.

(iv) Prepare, file and provide to relevant Participants, all required documents and forms in the manner and with the frequency required by law and regulation thereunder.

(v) Receive applications for Benefits under the Plan.

(vi) Make initial determination of eligibility for and amount of Benefits.

(vii) Prepare, and recommend to the Committee an annual budget for the Plan.

(viii) Prepare, and present to the Committee quarterly and annual reports on the operation and status of the Plan.

(ix) Recommend Assistant Directors and Personnel Administrator to the Committee for appointment.

(x) Select and hire, under procedures approved by the Committee, a financial officer(s), all necessary Staff Attorneys, Legal Workers, clerical personnel, and such other personnel as are necessary for the operation of the Plan.

(xi) Negotiate and enter into contracts with Cooperating Attorneys, under such terms and conditions as the Committee may set.

(xii) Implement procedures, as appropriate, for evaluating Benefit usage under the Plan. Advise and inform the Committee on patterns of Benefit usage. Recommend changes which may be helpful in delivering Benefits and otherwise accomplishing the purposes of the Plan.

Sect. 3, 3.01(f)

(f) Assistant Director(s) and Personnel Administrator: Assistant Director(s) and Personnel Administrator, when appointed, shall have such powers and duties as the Director, with the authorization of the Committee, may delegate.

(g) Funding Agency: The powers and duties set out in 6.01 hereof, as more fully specified in the Funding Instrument.

3.02 Structure and Operation of the Committee. The Committee shall have the following structure and functions:

(a) Appointment: The Committee shall consist of three (3) members appointed by the Corporation (Corporate Members); three (3) members appointed by the Union (Union Members); and, as Chair of the Committee, an Independent Member mutually satisfactory to the Corporation and the Union. Either the Corporation or Union may appoint alternate member(s). The Union may remove any Committee Member, or alternate, appointed by it. The Corporation may remove any Committee Member, or alternate, appointed by it. Any receipt of written notification by the remaining removal or appointment shall be effective upon members of the Committee.

(b) Compensation: Union and Corporate members of the Committee will serve without compensation from the Plan. The compensation of the Chair will be paid by the Plan, and will be set by majority vote of the Committee. The Plan will procure the appropriate fiduciary duty, errors and omissions, and related insurance coverage for Committee members, administrative personnel and Staff Attorneys, but only to the extent and on the conditions allowable by ERISA. The Plan will bear the cost of such insurance coverage.

Sect. 3, 3.02(c)

(c) Quorums and Decisions: To constitute a quorum at any Committee meeting, at least two (2) Union Members and two (2) Corporate Members shall be present. At all Committee meetings, the Corporate Members shall have 3 votes and the Union Members shall have 3 votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chair shall cast the deciding vote.

(d) Frequency of Meetings: The Committee shall meet not less frequently than quarterly. Formal minutes of Committee meetings shall be prepared and kept.

(e) Requests of Funding Agency: The Committee shall not request disbursements from the assets of the Fund unless the disbursement is pursuant to the provisions of the Plan.

(f) Limitation on Authority: The Committee shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirement of eligibility for a Benefit under the Plan, except as provided by the Plan. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in Section 5.04. The Committee shall have discretion, however, with respect to the initial implementation of the Plan as set forth in Section 5.01.

(g) The Committee shall have the discretionary authority to determine eligibility for Benefits and to construe the terms of the Plan, subject to the limitations expressed in Section 3.02(f).

3.03 Appeal Procedure. Any Participant who, for any reason, is dissatisfied with any action or inaction of a Staff Attorney, Cooperating Attorney or Legal Worker in

Sect. 3, 3.03

connection with the Plan has a right to complain in writing to the appropriate Assistant Director, who shall within 30 days prepare a proposed written decision and forward it, with the complaint, to the Director for approval or revision. The Director shall, within 20 days, furnish the Participant with a copy of his written decision. A Participant who is dissatisfied with the Director's decision may, within 30 days after the date of the decision, appeal to the Administrative Committee. Appeals shall be in writing and shall specify the reasons claimed to justify a reversal or modification of the Director's decision. Initially, the Committee shall review the merits of any appeal if a majority of the Committee members vote to do so. The Committee may, however, by majority vote, adopt procedures governing the handling and types of appeals which it will review. If the Committee chooses not to review an appeal, the decision of the Director shall be final and binding on all parties, and the Director shall so notify the Participant in writing. If the Committee decides an appeal, the Director shall give the Participant written notice of the Committee's decision, which shall be final and binding on all parties.

3.04 Responsibility of Co-fiduciaries. Each Fiduciary may rely upon any such direction, information or action of another Fiduciary as being proper under this Plan and is not required to inquire into the propriety of any such direction, information or action.

3.05 No Enlargement of Rights. The Corporation's and the Union's rights under existing collective bargaining agreements shall not be affected by reason of any of the provisions of this Plan.

3.06 Administration. The Committee shall be the "Administrator" of the Plan as that term is defined in ERISA.

Sect. 4

Section 4.

Eligibility

4.01 Eligible Persons. The following individuals shall be eligible to receive the Benefits set out in Section 5, provided the individual makes timely and adequate application therefor:

(a) Employees with at least ninety (90) days of seniority, provided however that eligibility ceases for any such employee who has been continuously laid off for a period exceeding twenty-four (24) months after the month in which his/her layoff began.

(b) Covered Dependents, including Spouses, Surviving Spouses and Domestic Partners of Employees eligible under 4.01(a), provided however eligibility shall continue for one (1) year after the death of the Employee, Surviving Spouse, or the Domestic Partner.

(c) Retirees and their Covered Dependents, including Spouses and Surviving Spouses.

4.02 Loss of Seniority. Any otherwise eligible Employee who has lost seniority under the terms of the Delphi-UAW National Agreement shall not be eligible to receive Benefits under this Plan. If such an Employee is reinstated and reacquires seniority, his/her eligibility, if any, shall resume on the effective date that such employee reacquires seniority. However, eligibility of such an individual shall not terminate while a grievance regarding loss of seniority is being pursued by the Union under the said National Agreement.

Sect. 5

Section 5.

Benefits

5.01 Covered Benefits.

(a) **Categories:** Subject to the limitations and exclusions of this Section, the Plan will provide the Benefits set out in Table A to all Participants who meet the eligibility requirements of Section 4 above.

TABLE A

Category 1:

Social Security Disability Suspensions
or Terminations
Other Social Security Claims
Veterans Benefits Claims
Food Stamp or Other Public
Assistance Claims
Medicare Appeals

Category 2:

Moving Violations
Other Traffic Offenses, other than
Parking Violations

Category 3:

Misdemeanor
Juvenile Offenses

Category 4:

Divorce, Separation, Annulment, Dissolution,
Maintenance and Child Custody
Guardianships
Probate Proceedings
Wills, Codicils and Trusts
Adoption or Legitimization of Child
Termination of Parental Rights
(excludes cases where criminal
charges are involved)
Name Changes

Sect. 5, 5.01(a)

Non-Support and Alimony
Naturalization, Immigration and Deportation

Category 5:

Defense of Collection Action on
Personal or Family Debts
Defense of Garnishment
Repossession and Replevin
Personal Bankruptcy

Category 6:

Consumer Complaints and Warranty
Contracts for Goods and Services
Insurance Claims or Loss of Coverage

Category 7:

IRS Audits and Administrative
Proceedings
Federal, State or Local Claim to Taxes

Category 8:

Tenant Representation
Leases on Personal or Family Residence
Property Damage, Real and Personal
Real Estate Closing on Family or Personal Residence
Other Real Estate on Family or Personal
Residence, including Purchase, Sale, Mortgage,
Foreclosure, Boundary Dispute, Title Dispute,
Zoning, and Eminent Domain Property Tax
Assessment Dispute

5.01 Covered Benefits.

(b) Services:

(i) All, including litigation. All required legal services, including litigation, and any costs of litigation, shall be provided for the following:

From Category 1:

Social Security Disability Suspensions or
Terminations

Sect. 5, 5.01(b)(i)

Social Security Disability Applications and
Subsequent Appeals for Workers
(See Letter of Understanding)
Medicare Appeals

From Category 4:

Uncontested Divorces, Uncontested
Custody, Uncontested Non-Support, and
Uncontested Alimony (Full Service Is
Available for Each Such Benefit - Only in
Jurisdictions Where Attorneys Are
Required to Appear to Finalize
Proceedings)

Post-Divorce Modification of Child Support
Orders or Alimony Orders (Full Service Is
Only Available for Modification of an
Order Solely Because of a Material
Change in the Participant's Earnings from
the Corporation)

Guardianships

Probate Proceedings

Wills, Codicils and Trusts

Adoption or Legitimization of Child

Termination of Parental Rights (excludes
cases where criminal charges are
involved)

Name Changes

All of Category 5.

All of Category 6.

From Category 7:

IRS Audits and Administrative Proceedings
(administrative appearances only)

All of Category 8.

(ii) Appeals. Appeals shall be provided for
matters within Categories 5 and 6. Upon approval of the
Committee, appeals may be provided for cases in the
following categories or subcategories:

Sect. 5, 5.01(b)(ii)

From Category 1:

Social Security Disability Suspensions or
Terminations

From Category 4:

Guardianships
Probate Proceedings
Wills, Codicils and Trusts
Adoption or Legitimization of Child
Termination of Parental Rights (excludes
cases where criminal charges are
involved)
Name Changes

All of Category 8.

(iii) Office Work Only: Work by an Attorney, in his/her office, shall be provided for all Categories listed in Table A.

(iv) Referral Benefit. As to any category or subcategory listed in Table A, which does not fall under 5.01(b)(i) above, the Plan will provide a referral to a Cooperating Attorney. In such a case, if the Participant accepts the referral, the office work benefit under 5.01(b)(iii) above ends, and the Participant will pay the Cooperating Attorney at the rates set out in the Cooperating Attorney Agreement.

5.01 Covered Benefits.

(c) Special Benefit:

(1) The Plan will provide Office Work Only services described below to Employees, Retirees, Spouses, Surviving Spouses and the related persons set forth in Paragraph (218b) of the Delphi Corporation-UAW National Agreement solely for the purposes of preparing for, or dealing with, the incapacity or death of the Mother, Father, Step-mother, or Step-father of an Employee, Retiree, Spouse or Surviving Spouse.

Sect. 5, 5.01(c)(2)

(2) For purposes of this 5.01(c), Office Work Only services will be provided for the following Category 4 benefits: Guardianships, Probate Proceedings, Wills, Codicils, Trusts, and all Category 8 benefits.

(3) When a related person set forth in Paragraph (218b) of the Delphi Corporation-UAW National Agreement is requesting services under this section, said related person, the Employee, Retiree, Spouse, or Surviving Spouse, and if applicable, the Mother, Father, Step-mother or Step-father, after full and adequate disclosure, must provide prior written consent to the representation delivered under this 5.01(c), and waive any actual or potential conflict of interests as required by applicable law.

(4) Section 5.01(c) shall be effective March 1, 2000.

5.02 Benefits Delivery. Benefits shall be provided solely through Staff Attorneys, Cooperating Attorneys and Legal Workers.

5.03 Discretionary Limitations. Notwithstanding 3.02(f), any Benefit provided under 5.01, and not excluded under 5.04 shall be subject to such general and prospective limitations as the Committee, in its sole discretion, may impose on either a permanent or temporary basis. The Plan shall not provide, nor shall it be liable for Benefits in excess of such limitations.

5.04 Exclusions. Notwithstanding 5.01 above, the Plan shall not provide Benefits, or in any other manner pay for the following:

(a) Any proceeding against the Corporation, its subsidiaries, its dealers, or any of its officers or agents;

(b) Any proceeding against the Union, any of its subordinate or affiliated bodies, or the officers, or agents of such, or against any labor organization representing employees of the Corporation;

Sect. 5, 5.04(c)

- (c) Any proceeding where the Union itself would be prohibited from defraying the costs of such legal services by the provisions of the Labor-Management Reporting and Disclosure Act of 1959. Any proceeding arising under the National Labor Relations Act, as amended, or under the Labor-Management Relations Act, as amended;
- (d) Fines and penalties, whether civil or criminal;
- (e) Any judgment for civil damages;
- (f) Any action pending on or before April 1, 1983;
- (g) Legal services which are not personal legal services within the meaning of Section 120 of the Internal Revenue Code of 1986, as amended;
- (h) Any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented.
- (i) Non-legal costs attendant to the purchase or sale of real estate;
- (j) Matters involving election laws, or warrant to any civil office;
- (k) Workers Compensation or Unemployment Compensation matters involving the Corporation;
- (l) Any bankruptcy proceeding that would result in discharge of a debt owed to the Corporation, the Union, or any benefit plan or trust established or maintained by the Corporation;
- (m) Any dispute involving the Plan; and
- (n) Proceedings against any benefit plan or arising out of any benefit plan established or maintained by the Corporation, including proceedings against any trust or insurance carrier through which such benefits are provided to the Corporation, its employees or retirees.

Sect. 5, 5.05

5.05 Coordination of Benefits. The Plan shall not be liable to provide Benefits in any matter to the extent that the Participant has a right to substantially identical benefits under the terms of an insurance contract, or any other legally-enforceable arrangement. Where multiple coverage results under this Plan by reason of the relation of two (or more) Participants, the Plan shall only be liable for one set of Benefits. If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.

5.06 Non-alienation of Benefits. Assignment, pledge or encumbrance, of any kind, of benefits under this Plan shall not be permitted or recognized under any circumstances. Nor shall benefits be subject to attachment or other legal process for debts of Participants, or Covered Dependents. Upon notice of any such assignment or attachment of any kind, the Benefit shall automatically terminate and thereafter may be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

5.07 No Vested Rights. This Plan creates no vested rights of any kind. No Participant, nor any person claiming through him/her, shall have any right, title or interest in or to the Fund, other property of the Plan, or part thereof.

Sect. 6

Section 6.

Financing

6.01 Fund. The Fund shall be held by a corporate trustee(s) or Bank(s), under a Funding Instrument(s). The Corporation shall select the Funding Agency(s), and there shall be an appropriate Funding Instrument. The Fund will consist of the monies transferred to it from the Corporation. The Funding Agency shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants or to pay administrative expenses of the Plan. The assets of the Fund, including investment income, shall never revert to or inure to the benefit of either the Corporation, the Union, or any named Fiduciary.

6.02 Contributions. The Corporation will make available for funding the Plan, the balance of fund accruals over expenditures at the end of the 1999 Delphi-UAW National Agreement term, plus an amount equal to 7.2 cents per hour worked during the term of the 2003 Delphi-UAW National Agreement. However, should the Fund balance, including the carry-over balance, decline to seven hundred fifty (750) thousand dollars according to Corporation accrual and expenditure records, the 7.2¢ accrual will increase to 11.0¢ until the Fund balance reaches two and one half (2.5) million dollars, at which time the accrual rate will revert to 7.2¢. This fluctuating accrual method will continue during the term of the 2003 Delphi-UAW National Agreement. The Corporation will transfer monies to the Fund on a monthly basis in an amount sufficient to handle the administration of the Plan. Should the Committee judge the assets of the Fund inadequate, the Director will immediately implement measures to conserve the remaining assets and the Corporation and the Union will meet expeditiously to resolve this issue in a manner that provides continuation of full services.

Sect. 7

Section 7.

Merger, Amendment or Termination of Plan

7.01 Modify, Amend, or Terminate the Plan. The Corporation and Union, by mutual agreement, may modify, amend, or terminate the Plan, in whole or in part.

7.02 Allocation of the Fund on Termination. Provided that the assets of the Fund are adequate, no termination shall deprive a Participant of legal representation in a matter pending in a court or administrative agency on the date of termination. Rather, the Committee shall, if possible, make appropriate arrangements for the representation of the Participant to the conclusion of the matter, or for one (1) year following the date of termination, whichever is lesser. The Plan shall have no liability for representation of the Participant beyond that period. If the assets of the Fund are not adequate to provide such post-termination representation, the Committee shall prorate the Benefits based on the available assets, after deducting necessary administrative expenses.

7.03 Residual Amounts on Termination. In the event of total termination of the Plan, after allocation of the Fund under 7.02 and payment of necessary administrative expenses, any residual assets in the Fund shall be applied by the Committee for the purpose of providing to Employees any benefits described in Section 501(c)(9), 501(c)(17), and/or 501(c)(20) of the Internal Revenue Code, or any successor provisions then in effect. In no event shall the assets of the Fund revert to or inure to the benefit of the Corporation, the Union, or the Named Fiduciary.

7.04 No Additional Liability. Upon termination of the Plan, the Benefits payable shall be only such as can be provided by the assets of the Fund when distributed pursuant to this Section.

Sect. 7, 7.05

7.05 IRS Qualification. This Plan's Funding Instrument(s), shall be, and remain, exempt under Section 501(a), as an organization or trust described in Section 501(c)(9) or 501(c)(20) of the Internal Revenue Code. The Corporation and Union shall make any amendments which are required by the Internal Revenue Service to keep the Plan so qualified.

7.06 Duration. This Plan shall continue in full force and effect during the term of the current Delphi-UAW National Agreement.

IN WITNESS WHEREOF, we have set our hands and seals this 18th day of September, 2003, at Detroit, Michigan.

DELPHI CORPORATION

By

Kevin M. Butler
Vice President
Human Resource Management

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, (UAW)

By

Richard Shoemaker
Vice President and Director,
General Motors Department

Additional Funding

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Re: Legal Services Plan - Additional Funding

This confirms the understanding reached during these negotiations regarding additional funding under the UAW-Delphi Legal Services Plan. If, during the term of the 2003 Agreement, the Corporation and Union determine that the assets of the Fund are inadequate, the Corporation will transfer such additional monies to the Fund as are necessary to provide for continued operation of the Plan and the provision of full benefits for the term of the 2003 Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Canadian Legal Service

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During our current negotiations, the Corporation and Union again discussed the fact that the UAW-Delphi Legal Services Plan provides benefits only in matters arising under law(s) in the United States, and that certain Participants, as defined by the Plan may have legal matters covered by the Plan, except that they arise under law(s) in Canada.

The parties discussed the concern that such Participants may have special tax and legal implications and that certain legal services in Canada may cost substantially more than the same services in the United States.

Accordingly, it was agreed that legal services will be provided under the existing Plan for matters arising under Canadian law(s), provided that the cost of providing a specified benefit in Canada is limited to the cost of providing that benefit in the United States and that the reimbursement of a Participant(s) or Cooperating Attorney(s) does not exceed the amount that would be paid a United States attorney for the same matter. Such "coverage" will be limited to the Canadian equivalent of United States legal matters covered by the Plan. The Director of the Legal

Canadian Legal Service

Services Plan will be advised of these discussions and directed to establish a reimbursement model or case-by-case direct payment system which implements these understandings, including, if necessary, a predetermination process.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, UAW

By: Richard Shoemaker

Cost Containment Commitment

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, the parties again agreed that the UAW-Delphi Legal Services Plan provides valued benefits and has received overwhelming employee acceptance. They expressed satisfaction that the escalating costs of delivering Plan benefits have been restrained during the current Agreement term, but recognized that without such restraints the ability to maintain present high benefit levels and quality of services might have been jeopardized. In order to continue to avoid those consequences, the parties jointly renewed their pledge that through their participation on the Plan Administrative Committee, they will provide the Director and Chairman of the Plan with strong unified direction that cost containment efforts and policies are to be among their highest priorities in administering the Legal Services Plan and to support such measures when they are proposed and implemented.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, UAW

By: Richard Shoemaker

Social Security Disability Benefits

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed the formalization of the UAW-Delphi Legal Services Plan which will provide preparation assistance and representation before the Social Security Administration for employees who have applied for and been denied Social Security Disability Insurance Benefits. It was pointed out that since 1987, pursuant to the Statement of Intent attached to Exhibit B to the Collective Bargaining Agreement, the Metropolitan Life Insurance Company, acting on behalf of Delphi Corporation, has arranged to have such assistance provided by outside vendors on a limited case-by-case basis where the facts of the case indicate a reasonable chance of reversing the Social Security denial and the employee has:

- (1) properly applied for and been denied such benefits at the Initial and Reconsideration steps of the Social Security claim process;
- (2) agreed in writing to allow the Social Security Administration to release necessary information to Delphi Corporation and the Metropolitan Life Insurance Company; and
- (3) agreed to repay the equivalent of such benefits advanced during the process.

During their discussions, the parties considered that similar assistance might be provided in such selected cases in a more cost effective manner by the Plan. Accordingly, it is agreed that the Plan will provide such

Social Security Disability Benefits

assistance, utilizing a centralized case intake system and Plan Attorney(s) exclusively. It is also agreed that Metropolitan Life Insurance Company will:

- (1) select, in conjunction with the Director or his designee, the cases for which legal services would be provided;
- (2) notify the employees whose cases are selected; and
- (3) furnish the Plan copies of medical and other pertinent information to be utilized by the Plan in the development of each case.

The Plan will also provide for maintaining records which permit the evaluation of the effectiveness of the project by the parties and Metropolitan. At a minimum, such records would include the number of cases referred to the Plan by Metropolitan, the number of cases where representation is declined and the reasons therefor, the hours of legal services expended, costs involved, and the results.

Further it is understood by the parties that any cases which the UAW-Delphi Legal Services Plan declines, is unable or fails to pursue in a timely fashion may be referred by Metropolitan Life Insurance Company to other firms not associated with the Plan.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Exhibit F

Supplemental Agreement

Covering

IUE-CWA – DELPHI LEGAL SERVICES PLAN

Exhibit I

to

AGREEMENT

between

DELPHI CORPORATION

and the

IUE-CWA

November 16, 2003

(Effective December 1, 2003)

Supplemental Agreement

Covering

IUE-CWA – DELPHI LEGAL SERVICES PLAN

Exhibit I

to

AGREEMENT

between

DELPHI CORPORATION

and the

IUE-CWA

November 16, 2003

(Effective December 1, 2003)

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EXHIBIT I
SUPPLEMENTAL AGREEMENT
(Legal Services Plan)

Sect. 1

SUPPLEMENTAL AGREEMENT LEGAL SERVICES PLAN

IUE-CWA - DELPHI LEGAL SERVICES PLAN FOR
IUE-CWA REPRESENTED HOURLY EMPLOYEES
OF DELPHI CORPORATION IN THE UNITED
STATES.

2003 RESTATEMENT

Section 1. Establishment of Plan

1.01 The IUE-CWA - Delphi Legal Services Plan for IUE-CWA Represented Hourly Employees of Delphi Corporation in the United States, hereafter "Plan", is reestablished, as set forth herein, for the purpose of providing certain specified, personal legal service benefits to Participants in accordance with Section 120 of the Internal Revenue Code of 1986, as amended as in effect prior to its expiration on June 30, 1992. If Section 120 is reenacted (either as Section 120 or in any successor form) the benefits provided under the Plan shall be in accordance with the law. The Plan covers only legal services arising under the laws of the United States, or any state, commonwealth, district, territory or any political subdivision thereof.

Section 2. Definitions

2.01 **Attorney** means an individual licensed to practice law in the relevant state(s) and/or jurisdiction(s).

2.02 **Benefits** means the specified, personal legal services which are necessary and appropriate to the particular legal representation or proceedings provided pursuant to this Plan.

Sect. 2, 2.03

2.03 Committee means the Administrative Committee, as provided for in Section 3 of this Plan.

2.04 Corporation means Delphi Corporation, a Delaware corporation, and all of its wholly-owned or controlled subsidiary, domestic corporations.

2.05 Covered Dependent means individual(s) related to an Employee or Retiree in any of the following ways:

(a) Spouse means the individual currently married to a Participant under the laws of the relevant jurisdiction. A spouse by common-law marriage is a Covered Dependent only where such a relationship with the Employee or Retiree is recognized by the laws of the jurisdiction, otherwise not.

(b) Domestic Partner means individuals as defined and eligible for benefits under the IUE-CWA - Delphi Health Care Program.

(c) Surviving Spouse means an Employee's or Retiree's spouse who survives him/her, and who is eligible for surviving spouse benefits under the Delphi Corporation Hourly Rate Employees Pension Plan or transition, bridge or health insurance benefits under the Supplementary Agreement covering Insurance Program Incorporating the Delphi Corporation Insurance Program Agreement. An individual shall cease being a Surviving Spouse on remarriage.

(d) **Dependent Children** (provided they meet the requirements of this subsection):

(i) Personal Status - The child must be the child of the Employee or Retiree, or of an Employee's or Retiree's spouse, by birth, legal adoption, or legal guardianship.

(ii) Age - The child must not have reached the end of the calendar year in which the child becomes age 25.

Sect. 2, 2.05(d)(iii)

(iii) Marital Status - The child must be unmarried.

(iv) Residency - The child must reside with the Employee or Retiree, as a member of such Employee's or Retiree's household or, if not a member of the household, such Employee or Retiree must be legally responsible for the child (e.g. child of divorced parents, legal ward, child confined to training institution, child in school).

(v) Support Requirement - The child must receive over one-half of his/her support from the Employee or Retiree, or otherwise qualify as a dependent under I.R.C. Section 152.

(e) Other Dependents means other individuals who are dependents of an Employee or Retiree as defined under Section 152 of the Internal Revenue Code.

Eligibility under (ii) above ceases at the end of the calendar year in which the child becomes age 25, unless prior to such date the child has been determined to be totally and permanently disabled. For the purposes of this subsection "totally and permanently disabled" shall mean having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or be of long-continued or indefinite duration, provided that each disabled child who has reached the end of the calendar year in which the child attained 25 years of age must legally reside with or be a member of the household of the Employee or Retiree and must be dependent upon the Employee or Retiree.

For purposes of this Section, children of the Employee or Retiree shall include the after-born child of an Employee or Retiree.

Sect. 2, 2.06

2.06 Employee means any individual who is actively employed by the Corporation on an hourly basis, or who retains seniority rights under the terms of the Delphi - IUE-CWA National Agreement, in the United States, and who is also a member of the bargaining unit as defined in said National Agreement, represented by the Union.

2.07 ERISA means the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, et. seq., as amended from time to time.

2.08 Fund means the fund of assets established and maintained to provide Benefits under the Plan, as set out in the Funding Instrument and Section 6 of this Plan.

2.09 Funding Agency means the trustee(s), including ancillary trustee(s), if any, or both, individually or collectively, which has undertaken to hold and invest the assets of the Fund and pay Benefits, directly or indirectly, under this Plan.

2.10 Funding Instrument means the trust instrument(s) undertaken by the Funding Agency, including ancillary trust agreement, if any.

2.11 Named Fiduciary means the Committee of the Plan. The Committee may delegate authority to carry out such of its responsibilities as it deems proper to the extent permitted by ERISA.

2.12 Participant means an Employee, Retiree, and/or Covered Dependent, as defined in this Section 2.

2.13 Plan means the IUE-CWA Legal Services Plan for IUE-CWA Represented Hourly Employees of Delphi Corporation in the United States, as set forth herein.

2.14 Plan Administrator means the Committee or its designee, which is responsible for administering the Plan as set out in Section 3.01 of this Plan.

Sect. 2, 2.15

2.15 Plan Attorney means an Attorney employed by the Provider which has contracted to provide Benefits to Participants.

2.16 Provider means the law firm which has contracted to provide Benefits to Participants.

2.17 Retiree means any individual who was formerly an Employee, who is eligible for benefits, other than a deferred pension, under the Delphi - IUE-CWA Pension Plan, as amended from time to time.

2.18 Union means the Industrial Division of the Communications Workers of America, AFL-CIO, CLC (IUE-CWA).

Sect. 3

Section 3.
Administration

3.01 Allocation of Power and Duties. The Plan shall be administered by the following, who shall have the powers and duties specified herein and none other:

(a) Union: name and monitor its members of the Committee, as provided in 3.02 below.

(b) Corporation: name and monitor its members of the Committee, as provided in 3.02 below.

(c) Independent Member: act as Chair of the Committee, and carry out such other responsibilities as may be delegated by the Union and Corporation Members of the Committee.

(d) Committee: The Committee shall have such powers and duties, not otherwise assigned by this Section, as are necessary for proper administration of the Plan, including, but not limited to, the following:

(i) act as chief administrator of the Plan;

(ii) select, appoint, remove, direct, and monitor the Provider;

(iii) negotiate contracts with the Provider to provide Benefits to Participants;

(iv) provide a mechanism and procedures for delivery of Benefits to Participants;

(v) prescribe uniform rules and regulations, consistent with the provisions of this Plan, for determining an individual's eligibility for Benefits;

(vi) prescribe uniform procedures to apply for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits;

Sect. 3, 3.01(d)(vii)

(vii) in its discretion, prescribe uniform procedures for evaluating Benefit usage under the Plan, and collecting data thereon;

(viii) provide a mechanism, as set out in 3.03 below, for review and adjudication of appeals for relief by Participants concerning denials of eligibility or coverage or complaints about any Plan Attorney or representative of the Plan;

(ix) in its sole discretion, establish limitations on any Benefit, but may not expand Benefits beyond those specified in Section 5 below;

(x) either directly or by delegation, request disbursement from the Fund in accordance with provisions of the Plan and the Funding Instrument, and receive such disbursements and establish and maintain such depository and other accounts as may be required;

(xi) receive a report, not less frequently than semi-annually, together with an annual report, from the Provider on the operation and status of the Plan;

(xii) receive a report, not less frequently than annually, from the Funding Agency on the status of the Fund;

(xiii) keep the books and records of the Plan and, not less frequently than annually, cause those books to be audited by an independent Certified Public Accountant;

(xiv) prepare, file and provide to relevant Participants, all required documents and forms in the manner and with the frequency required by law and regulations thereunder; and

(xv) delegate any of the above powers and duties in such manner as the Committee considers necessary and proper.

Sect. 3, 3.01(e)

(e) Provider: The provider shall have the following powers and duties:

(i) when duly authorized, take such action in the name of the Plan or the Committee as is necessary to administer the Plan;

(ii) prepare and present to the Committee semi-annual and annual reports on the operation and status of the Plan;

(iii) select the participating law firm or firms to provide Benefits to Participants where the Provider has no direct office available;

(iv) implement procedures, as appropriate, to assist the Committee in determining an individual's eligibility for Benefits, and for determining whether a claimed Benefit is covered;

(v) implement procedures, as appropriate, for applying for Benefits under the Plan, and for furnishing evidence necessary to establish entitlement to such Benefits;

(vi) implement procedures and make recommendations, as appropriate, for delivery of Benefits to Participants and for otherwise accomplishing the purposes of the Plan; and

(vii) implement procedures, as appropriate, for evaluating Benefit usage under the Plan and advise and inform the Committee on patterns of Benefit usage.

(f) Funding Agency: the powers and duties set out in 6.01 hereof, as more fully specified in the Funding Instrument.

3.02 Structure and Operation of the Committee:
The Committee shall have the following structure and functions:

Sect. 3, 3.02(a)

(a) Appointment: The Committee shall consist of three (3) members appointed by the Corporation (Corporate Members); three (3) members appointed by the Union (Union Members); and, as Chair of the Committee, an Independent Member mutually satisfactory to the Corporation and the Union. Either the Corporation or Union may appoint alternate member(s). The Union may remove any Committee Member, or alternate, appointed by it. The Corporation may remove any Committee Member, or alternate, appointed by it. Any removal or appointment shall be effective upon receipt of written notification by the remaining members of the Committee.

(b) Compensation: Union and Corporate members of the Committee will serve without compensation from the Plan. The compensation of the Chair will be paid by the Plan, and will be set by majority vote of the Committee. The Plan will procure the appropriate fiduciary duty, errors and omissions, and related insurance coverage for Committee members and administrative personnel, but only to the extent and on the conditions allowable by ERISA. The Plan will bear the cost of such insurance coverage.

(c) Quorums and Decisions: To constitute a quorum at any Committee meeting, at least two (2) Union Members and two (2) Corporate Members shall be present. At all Committee meetings, the Corporate Members shall have 3 votes and the Union Members shall have 3 votes. The vote of any absent or abstaining member shall be equally divided between the other members present appointed by the same party. Decisions of the Committee shall be by majority of votes cast and the result shall be final and binding. In the event of a tie vote, the Chair shall cast the deciding vote.

Sect. 3, 3.02(d)

(d) Frequency of Meetings: The Committee shall meet not less frequently than semi-annually. Formal minutes of Committee meetings shall be prepared and kept.

(e) Requests of Funding Agency: The Committee shall not request disbursements from the assets of the Fund unless the disbursement is pursuant to the provisions of the Plan.

(f) Limitation on Authority: The Committee shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirement of eligibility for a Benefit under the Plan, except as provided by the Plan. In particular, the Committee shall have no authority to modify or delete any of the exclusions set out in Section 5.04.

(g) Discretion: The Committee shall have the discretionary authority to determine eligibility for Benefits and to construe the terms of the Plan, subject to the limitation expressed in Section 3.02(f).

3.03 Appeal Procedure: Any Participant who, for any reason, is dissatisfied with any determination of eligibility or coverage or any service provided by a Plan Attorney has a right to appeal for relief in writing to the Plan Administrator who shall furnish the Participant with a copy of his written decision within 30 days. A Participant who is dissatisfied with the Plan Administrator's decision may, within 30 days after the date of the decision, appeal to the full Committee. Appeals shall be in writing and shall specify the reasons claimed to justify a reversal or modification of the Plan Administrator's decision. The Committee shall review the merits of any appeal at its next regularly scheduled meeting if a majority of the Committee Members vote to do so. The Committee may, however, by majority vote, adopt procedures governing the handling and types of appeals which it will review. If the Committee chooses

Sect. 3, 3.03

not to review an appeal, the decision of the Plan Administrator shall be final and binding on all parties, and the Plan Administrator shall so notify the Participant in writing. If the Committee decides an appeal, the Plan Administrator shall give the Participant written notice of the Committee's decision, which shall be final and binding on all parties.

3.04 Responsibility of Co-fiduciaries: Each Fiduciary may rely upon any such direction, information or action of another Fiduciary as being proper under this Plan and is not required to inquire into the propriety of any such direction, information or action.

3.05 No Enlargement of Rights: The Corporation's and the Union's rights under existing collective bargaining agreements shall not be affected by reason of any of the provisions of this Plan.

3.06 Administration: The Committee shall be the "Administrator" of the Plan as that term is defined in ERISA.

Sect. 4

Section 4. Eligibility

4.01 Eligible Persons. The following individuals shall be eligible to receive the Benefits set out in Section 5:

(a) Employees with at least ninety (90) days of seniority, provided however that eligibility ceases for any such employee who has been continuously laid off for a period exceeding twenty-four (24) months after the month in which the layoff began;

(b) Covered Dependents, including Spouses and Surviving Spouses, and Domestic Partners of Employees eligible under 4.01(a), provided however eligibility shall continue for one (1) year after the death of the Employee, the Surviving Spouse or the Domestic Partner;

(c) Retirees and their Covered Dependents, including Spouses and Surviving Spouses.

4.02 Loss of Seniority. Any otherwise eligible Employee who has lost seniority under the terms of the Delphi - IUE-CWA National Agreement shall not be eligible to receive Benefits under this Plan. If such an Employee is reinstated and reacquires seniority, eligibility, if any, shall resume on the effective date that such employee reacquires seniority. However, eligibility of such an individual shall not terminate while a grievance regarding loss of seniority is being pursued by the Union under the said National Agreement.

Sect. 5

Section 5. Benefits

5.01 Covered Benefits

(a) Categories: Subject to the limitations and exclusions of this Section, the Plan will provide Benefits set out below provided that such Participant makes timely and adequate application. The Plan will provide unlimited consultations for all matters set out below. The Plan will provide document preparation as well as unlimited consultation for those matters which specify preparation. The Plan will provide full litigation services for those matters starred and full litigation services at reduced fees for those matters set out in Category 9.

TABLE A

Category 1:

- Social Security Matters other than suspensions or terminations (see Category 9)
- Veterans Benefits Claims
- Food Stamp or Other Public Assistance Claims

Category 2:

- Moving Violations
- Other Traffic Offenses, other than parking violations

Category 3:

- Misdemeanors
- Juvenile Offenses

Category 4:

- Full services through trial if necessary, where starred.
- Divorce, separation, annulment, dissolution, maintenance, and child custody
- *Guardianships
- Preparation of wills and codicils, including support trusts for minor children

Sect. 5, 5.01(a)

- Preparation of powers of attorney
- Probate matters (see Category 9)
- *Adoption or legitimization of child
- Termination of Parental Rights (excludes cases where criminal charges are involved)
- *Name Change
- Non-support, alimony, and related matters
- Naturalization, immigration, and deportation

Category 5:

- Full services through trial if necessary, where starred.
- *Defense of collection actions on personal or family debts
- *Defense of garnishments
- *Defense of repossessions and replevin
- *Defense of foreclosure of family or personal residence
- *Personal bankruptcy

Category 6:

- Full services through trial if necessary, where starred.
- *Consumer complaints and warranty matters
- *Contracts for goods and services
- Insurance claims or loss of coverage
- Preparation of demand letters

Category 7:

- IRS audits and administrative proceedings
- Federal, state or local claims to taxes

Category 8:

- Full Services through trial if necessary, where starred.
- *Tenant representation
- *Leases on personal or family residence
- Property damage (see Category 9)
- *Purchase, sale, or refinancing of personal or family residence

Sect. 5, 5.01(a)

- *Deeds, notes, and mortgages
- *Boundary and title disputes
- Property tax assessment, zoning and eminent domain disputes

Category 9:

Social Security Disability suspensions or terminations, at a fee which is 10% less than either the prevailing fees in the jurisdiction or the fee guidelines established by the relevant court or agency.

Property Damage, at a fee not to exceed 25% of the net award, after paying all costs and expenses of litigation.

Probate proceedings, at a fee which is 10% less than either the prevailing fees in the jurisdiction or the fee guidelines established by the relevant court or agency.

(b) Services:

(i) Consultations shall be unlimited as to duration. There is no limit on the number of matters a Participant may bring to the Plan.

(ii) Full litigation services shall mean the preparation of all necessary documents, petitions and motions, and attendance at all pertinent hearings or trial proceedings.

(iii) Plan services do not include the costs and expenses of litigation, such as filing fees, witness or transcript fees or other such expenses.

(c) Special Benefits:

(i) The Plan will provide Office Work Only services described below to Employees, Retirees, Spouses, Surviving Spouses and the related persons set forth in Paragraph (103a) of the Delphi Corporation - IUE-CWA National Agreement solely for the purposes

Sect. 5, 5.01(c)(i)

of preparing for, or dealing with, the incapacity or death of Mother, Father, Step-mother or Step-father of an Employee, Retiree, Spouse or Surviving Spouse.

(ii) For purposes of this 5.01(c), Office Work Only services will be provided for the following:

Category 4 benefits: Guardianships, Probate Proceedings, Wills, Codicils, Trusts, and all Category 8 benefits.

(iii) When a related person set forth in Paragraph (103a) of the Delphi Corporation - IUE-CWA National Agreement is requesting services under this section, said related person, the Employee, Retiree, Spouse, or Surviving Spouse and if applicable, the Mother, Father, Step-mother or Step-father, after full and adequate disclosure, must provide prior written consent to the representation delivered under this 5.01(c), and waive any actual or potential conflict of interests as required by applicable law.

(iv) Section 5.01(c), shall be effective March 1, 2000.

5.02 Benefits Delivery: Benefits shall be provided solely through Plan Attorneys as defined herein.

5.03 Discretionary Limitations: Notwithstanding 3.02(f), any Benefit provided under 5.01, and not excluded under 5.04, shall be subject to such general and prospective limitations as the Committee, in its sole discretion, may impose on either a permanent or temporary basis. The Plan shall not provide, nor shall it be liable for Benefits in excess of such limitations.

5.04 Exclusions: Notwithstanding 5.01 above, the Plan shall not provide Benefits, or in any other manner pay for the following:

(a) any proceeding against the Corporation, its subsidiaries, its dealers, or any of its officers or agents;

Sect. 5, 5.04(b)

(b) any proceeding against the Union, any of its subordinate or affiliated bodies, or the officers, or agents of such, or against any labor organization representing employees of the Corporation;

(c) any proceeding where the Union itself would be prohibited from defraying the costs of such legal services by the provisions of the Labor-Management Reporting and Disclosure Act of 1959 and any proceeding arising under the National Labor Relations Act, as amended, or under the Labor-Management Relations Act, as amended;

(d) costs, fines and penalties, whether civil or criminal;

(e) any judgment for civil damages;

(f) any action pending on or before July 6, 1987, or any other legal action in which the Participant is represented by an attorney other than a Plan Attorney;

(g) legal services which are not personal legal services within the meaning of Section 120 of the Internal Revenue Code of 1986, as amended, prior to its expiration on June 30, 1992;

(h) any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented. Nor shall the Plan provide benefits to either a spouse or surviving spouse in connection with a divorce, separation, annulment or dissolution, unless the spouse or surviving spouse is an employee or retiree, nor to a Covered Dependent whose interest is adverse to that of the Employee's or Retiree's through whom the Covered Dependents' eligibility is derived;

(i) non-legal costs attendant to the purchase or sale of real estate;

Sect. 5, 5.04(j)

(j) matters involving election laws, or warrant to any civil office;

(k) Workers Compensation or Unemployment Compensation matters involving the Corporation;

(l) Any bankruptcy proceeding that would result in discharge of a debt owed to the Corporation, the Union, or any benefit plan or trust established or maintained by the Corporation;

(m) Any dispute involving the Plan;

(n) Proceedings against any benefit plan or arising out of any benefit plan established or maintained by the Corporation, including proceedings against any trust, insurance carrier, or Plan Attorney, through which such benefits are provided to the Corporation, its employees or retirees.

5.05 Coordination of Benefits: The Plan shall not be liable to provide Benefits in any manner to the extent that the Participant has a right to substantially identical benefits under the terms of an insurance contract, or any other legally-enforceable arrangement. Where multiple coverage results under this Plan by reason of the relation of two (or more) Participants, the Plan shall only be liable for one set of Benefits. If any insurance contract or any other legally enforceable arrangement exists, the services under this Plan shall be secondary to such other coverage.

5.06 Nonalienation of Benefits: Assignment, pledge or encumbrance, of any kind, of Benefits under this Plan shall not be permitted or recognized under any circumstances. Nor shall Benefits be subject to attachment or other legal process for debts of Participants, or Covered Dependents. Upon notice of any such assignment or attachment of any kind, the Benefit shall automatically terminate and thereafter may

Sect. 5, 5.06

be applied by the Committee, in its discretion, for the benefit of the Participant or Covered Dependent.

5.07 No Vested Rights: This Plan creates no vested rights of any kind. No Participant, nor any person claiming through him/her, shall have any right, title or interest in or to the Fund, other property of the Plan, or part thereof.

Sect. 6

Section 6. Financing

6.01 Fund: The Fund shall be held by a corporate trustee(s) or Bank(s), under a Funding Instrument(s). The Corporation shall select the Funding Agency(s), and there shall be an appropriate Funding Instrument. The Fund will consist of the monies transferred to it from the Corporation. The Funding Agency shall retain all assets of the Fund, including investment income, if any, for the exclusive benefit of Participants, and it shall be used to pay Benefits for Participants or to pay administrative expenses of the Plan. The assets of the Fund, including investment income, shall never revert to or inure to the benefit of either the Corporation, the Union, or any named Fiduciary.

6.02 Contributions: The Corporation will make available, for funding the Plan, an amount equal to seven (7¢) cents times the number of straight time hours worked during the term of the 2003 Delphi - IUE-CWA National Agreement. The Corporation will transfer monies to the Fund on a monthly basis in an amount sufficient to handle the administration of the Plan.

Section 7.

Merger, Amendment or Termination of Plan

7.01 The Corporation and Union, by mutual agreement, may modify, amend, or terminate the Plan, in whole or in part.

7.02 Allocation of the Fund on Termination: Provided that the assets of the Fund are adequate, no termination shall deprive a Participant of legal representation in a matter pending in a court or administrative agency on the date of termination. Rather, the Committee shall, if possible, make appropriate arrangements for representation of the Participant to the conclusion of the matter, or for one (1) year following the date of termination, whichever is lesser. The Plan shall have no liability for representation of the Participant beyond that period. If the assets of the Fund are not adequate to provide such post-termination representation, the Committee shall prorate the Benefits based on the available assets, after deducting necessary administrative expenses.

7.03 Residual Amounts on Termination: In the event the total termination of the Plan, after allocation of the Fund under 7.02 and payment of necessary administrative expenses, any residual assets in the Fund shall be applied by the Committee for the purpose of providing to Employees any benefits described in Section 501(c)(9), 501(c)(17), and/or 501(c)(20) of the Internal Revenue Code, or any successor provisions then in effect. In no event shall the assets of the Fund revert to or inure to the benefit of the Corporation, the Union, or the Named Fiduciary.

7.04 No Additional Liability: Upon termination of the Plan, the Benefits payable shall be only such as can be provided by the assets of the Fund when distributed pursuant to this Section.

Sect. 7, 7.05

7.05 IRS Qualification: This Plan's Funding Instrument(s), shall be, and remain exempt under Section 501(a), as an organization or trust described in 501(c)(9) or 501(c)(20) of the Internal Revenue Code. The Corporation and Union shall make any amendments which are required by the Internal Revenue Service to keep the Plan so qualified.

7.06 Duration: This Plan shall continue in full force and effect during the term of the current Delphi - IUE-CWA National Agreement.

IN WITNESS WHEREOF, we have set our hands and seals this 16th day of November, 2003, at Troy, Michigan.

International Union,

IUE-CWA

James D. Clark

Delphi Corporation

Kevin M. Butler

Exhibit G

Supplemental Agreement

Covering

LIFE AND DISABILITY BENEFITS PROGRAM

Exhibit B

to

AGREEMENT

between

DELPHI CORPORATION

and

UAW

dated

September 18, 2003

Art. II, 2

Section 2. Basic Life Insurance

(a) *Prior to Age 65*

The amount of Basic Life Insurance to which an employee is entitled prior to age 65 is as shown in Section 1 of this Article.

(b) *Continuing Life Insurance After Age 65*

(1) On the first day of the calendar month following the month in which the 65th birthday of the employee occurs, the amount of the employee's Basic Life Insurance in force on the employee's 65th birthday shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (i) and (ii) below; provided, however, that if an employee continues to work after the month in which such employee attains age 65 and the amount of the employee's Basic Life Insurance changes because of a change in the employee's pay rate, the employee's Basic Life Insurance in force and the amount of each monthly reduction shall be determined as though the amount of the employee's Basic Life Insurance applicable to the most recent pay rate had been the amount that was in force at the end of the month in which the employee attained age 65.

(i) If the employee has ten or more Years of Participation at age 65, such reductions shall be made until the Basic Life Insurance is reduced to 1-1/2% of the amount in force on the employee's 65th birthday (or, the amount determined by the Schedule of Benefits set forth in Section 1 of this Article for the employee base hourly rate on the last day the employee is actively at work, if later), times the number of Years of Participation, but in no event to less than \$5000, except as otherwise provided in subsection (b)(2) herein. Such remaining Life Insurance will be continued thereafter until the death of the employee, subject to the rights

Art. II, 2(b)(1)(i)

reserved to the Corporation to modify or discontinue this Plan.

(ii) If the employee has less than ten Years of Participation at age 65, such reductions shall be made until the earlier of 25 months of layoff, 12 months of leave of absence other than for disability, or such employee's separation from active service, and any amount remaining in force shall then be discontinued. If such an employee attains ten Years of Participation after the employee's 65th birthday, the amount of the employee's Basic Life Insurance in force at the end of the month in which the employee attains age 65 (or the amount determined by the Schedule of Benefits set forth in Section 1 herein for the employee's base hourly rate on the last day the employee is actively at work, if later) shall be reduced and continued as provided in Section 2(b)(1)(i) of this Article.

(2) An employee who last worked prior to November 15, 1993 but on or after October 1, 1990, and otherwise is eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$4500. An employee who last worked prior to October 1, 1990, but on or after October 26, 1987, and otherwise is eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3500. An employee who last worked prior to October 26, 1987 and is otherwise eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3000, except that for an employee who last worked prior to September 17, 1984 and who, having reached age 60 but not age 65:

(i) recovers from disability, and

(ii) ceases to receive monthly instalment payments for total and permanent disability, and

Art. II, 2(b)(2)(iii)

(iii) does not return to work,
and had Basic Life Insurance revived in an amount which
is less than \$3000, such lesser amount shall be the
minimum amount of Continuing Life Insurance.

(3) No employee contributions for Continuing
Life Insurance are required after attainment of age 65.

(4) Each retired employee eligible for
Continuing Life Insurance shall be notified of the
ultimate amount of such Life Insurance. Notification
shall be provided following attainment of age 65 (or
following retirement, if later), as well as when the
ultimate amount of Continuing Life Insurance is
reached.

(c) *Insurance for Employees First
Participating at or After Age 65*

Life Insurance for an employee who first participates
in the Plan at or after age 65 shall be subject to the
reductions set forth in Section 2(b) of this Article.

Section 3. Extra Accident Insurance

(a) *Eligibility for Insurance*

Extra Accident Insurance is provided while the
employee is insured for Basic Life Insurance during
active service and while Basic Life Insurance is
continued during layoff or leave of absence as specified
in Article III, Section 2 and during periods of total
disability as set forth in Article III, Section 3, but in no
event beyond the last day of the calendar month in
which the employee attains age 65 or the last day of the
calendar month immediately preceding the employee's
retirement effective date, if later.

(b) *Amount of Benefit*

If an employee while insured for Extra Accident

Art. II, 5

SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

Base Hourly Rate	Disability Coverage		
	Before Retirement Weekly Sickness and Accident Benefit (Maximum 52 Weeks)(1)	Monthly Extended Disability Benefit	
		Schedule I	Schedule II (2)
Under \$ 17.80	\$ 425	\$ 1,525	\$ 1,680
17.80 — 18.14	430	1,560	1,715
18.15 — 18.49	440	1,590	1,745
18.50 — 18.84	450	1,620	1,780
18.85 — 19.19	455	1,650	1,815
19.20 — 19.54	465	1,680	1,845
19.55 — 19.89	475	1,710	1,880
19.90 — 20.24	480	1,740	1,915
20.25 — 20.59	490	1,770	1,945
20.60 — 20.94	500	1,800	1,980
20.95 — 21.29	505	1,830	2,015
21.30 — 21.64	515	1,860	2,045
21.65 — 21.99	525	1,890	2,080
22.00 — 22.34	530	1,920	2,115
22.35 — 22.69	540	1,950	2,145
22.70 — 23.04	550	1,985	2,180
23.05 — 23.39	555	2,015	2,215
23.40 — 23.74	565	2,045	2,245
23.75 — 24.09	575	2,075	2,280
24.10 — 24.44	585	2,105	2,315
24.45 — 24.79	590	2,135	2,350
24.80 — 25.14	600	2,165	2,380
25.15 — 25.49	610	2,195	2,415
25.50 — 25.84	615	2,225	2,450
25.85 — 26.19	625	2,255	2,485
26.20 — 26.54	635	2,290	2,515
26.55 — 26.89	640	2,320	2,550
26.90 — 27.24	650	2,350	2,585
27.25 — 27.59	660	2,380	2,615
27.60 — 27.94	665	2,410	2,650
27.95 — 28.29	675	2,440	2,685
28.30 — 28.64	685	2,470	2,715
28.65 — 28.99	690	2,500	2,750
29.00 — 29.34	700	2,530	2,780
29.35 — 29.69	710	2,560	2,815
29.70 — 30.04	715	2,590	2,850
30.05 — 30.39	725	2,620	2,880
30.40 — 30.74	735	2,650	2,915
30.75 — 31.09	740	2,680	2,950
31.10 — 31.44	750	2,710	2,980
31.45 — 31.79	760	2,740	3,015
31.80 — 32.14	765	2,770	3,045
32.15 — 32.49	775	2,800	3,080
32.50 — 32.84	785	2,830	3,115
32.85 — 33.19	795	2,860	3,145
33.20 — 33.54	800	2,890	3,180
33.55 — 33.89	810	2,920	3,215
33.90 — 34.24	820	2,950	3,245
34.25 — 34.59	825	2,980	3,280
34.60 — 34.94	835	3,010	3,315
34.95 — 35.29	845	3,040	3,345
35.30 & Over	850	3,070	3,380

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

Art. II, 6

Section 6. Sickness and Accident Benefits

(a) *Eligibility for Benefits*

(1) If while covered for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of such employee's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period the employee is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine such employee's suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in an inpatient residential, day treatment or outpatient substance abuse treatment facility approved for benefits under the Delphi Health Care Program for Hourly Employees furnishes the Carrier with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

Art. II, 6(a)(1)

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee is under the treatment of a physician assistant. For such treatment to be acceptable, the physician assistant must comply with laws and regulations in the state in which they practice and the care and treatment provided must be within the scope of his or her license. If such physician assistant provides treatment, a licensed doctor of medicine or osteopathy must provide certification of disability.

(2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

(b) *Duration and Commencement of Benefits*

(1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes. However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period. Notwithstanding the fact that all the requirements of this

Art. II, 6(b)(1)

subsection (b) and subsection (a) above have been met, in no case shall Sickness and Accident Benefits be payable for the waiting periods specified below.

(2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Corporation Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is payable under a Medical Expense Benefit plan pursuant to the Delphi Health Care Program for Hourly Employees, the waiting period shall not extend beyond the day of surgery.

(c) *Basis for Daily Benefit Payments*

Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week, Saturday shall be substituted for that day and if two of such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.

Art. II, 6(d)

(d) *Benefits for More Than One Absence*

(1) If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the employee is disabled that long.

(2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

(e) *Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained*

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article.

(f) *Occupational Disabilities*

(1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers Compensation Law or Act or any Occupational Disease Law or Act.

(2) No deductions shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent partial disability payments for a work-related disability

Art. II, 6(f)(2)

unrelated to the disability for which benefits under this Plan are payable, or for benefits for total disability due to pneumoconiosis, as defined on September 21, 1973 under the Federal Black Lung Benefits Act of 1972.

(g) *Unemployment Compensation*

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(h) *Social Security*

Sickness and Accident Benefits otherwise payable for any period of disability shall be reduced by the weekly equivalent of any Disability Insurance Benefits or Retirement Insurance Benefits (Primary Insurance Amount only) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received. For purposes of such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33.

Any Disability Insurance Benefits or Retirement Insurance Benefits which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Sickness and Accident Benefits shall be calculated accordingly.

The Carrier shall have the right to periodically request recipients of Sickness and Accident Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the

Art. II, 6(h)

suspension of Sickness and Accident Benefit payments until receipt of the authorization.

(i) Notice and Proof of Claim

(1) Written notice of injury or sickness must be given to the Carrier within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Carrier within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

(2) The Carrier shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such benefits.

(3) No legal action shall be brought by any employee to recover from the Carrier prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

(j) Payment of Claim

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other

Art. II, 6(j)(2)

person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(k) Waiver

In order to receive pension benefits under the provisions of the Delphi Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right such employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Corporation for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

Section 7. Extended Disability Benefits

(a) Eligibility

Extended Disability Benefits coverage shall be provided while an employee is covered for Sickness and Accident Benefits.

An employee who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such employee is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, such employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Corporation at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

Art. II, 7(b)

(b) Amount of Benefit

(1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

(i) All benefits under any pension plan or retirement program then in effect to which the Corporation or any of its subsidiaries has contributed;

(ii) Lost time benefits under Workers Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972;

(iii) Disability or Retirement Insurance Benefits (Primary Insurance Amount only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received;

(iv) Benefits under any state or federal law providing benefits for working time lost because of disability.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

Art. II, 7(b)(2)(ii)

(ii) Lump-sum settlements under state Workers Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump-sum settlement.

(iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).

(3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program

Art. II, 7(b)(3)

disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The Carrier may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of such applicant's or recipient's income from sources listed in subsection (b)(1) above. Further, the Carrier shall have the right to periodically request recipients of Extended Disability Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Extended Disability Benefit payments until receipt of the authorization.

(6) Any benefits described in subsection (b)(1) above which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

Art. II, 7(6)(c)

(c) Commencement and Duration of Benefits

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers Compensation benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be:

(i) in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the end of the month in which the employee attains age 65; and

(ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the date the employee no longer satisfies the disability requirement, except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for Extended Disability Benefits, such benefits will be payable in accordance with the following schedule:

Art. II, 7(c)(2)

Age at Commencement of Disability		Maximum Duration of Extended Disability Benefits
Employee Is	But Less Than	
63 and 0 months	68 and 1 month	12 months
68 and 1 month	68 and 2 months	11 months
68 and 2 months	68 and 3 months	10 months
68 and 3 months	68 and 4 months	9 months
68 and 4 months	68 and 5 months	8 months
68 and 5 months	68 and 6 months	7 months
68 and 6 months and older		6 months

If an employee's return to work with the Corporation does not qualify such employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but Extended Disability Benefits shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Corporation, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is

Art. II, 7(c)(4).

counted as a full month. Fractions of the first and last month are counted as fractions of a month.

(5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

(6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(d) *Rehabilitation*

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) *Proof of Disability*

The Carrier may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining such applicant's initial or continuing disability.

Section 8. Survivor Income Benefit Insurance

(a) *Transition Survivor Income Benefit*

A Transition Survivor Income Benefit in the amount of \$600 per month for up to a maximum of 24 months shall be provided, except that the benefit amount shall

Art. II, 11(i)(2)

an insured employee on such layoff will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on layoff, as set forth in the following schedule provided the required contribution is paid to the insurer.

Years of Seniority on Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Can be Continued
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

(3) Retirees

Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal Accident Insurance provided the required contribution is paid to the insurer annually and in advance.

Art. III, 1

ARTICLE III

CONTINUATION OF COVERAGES, CORPORATION AND EMPLOYEE CONTRIBUTIONS, AND CESSATION OF COVERAGES

Section 1. Employees in Active Service

The Corporation shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Corporation, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

Section 2. Employees on Layoff or Leave of Absence Other Than for Disability

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to layoff or leave of absence upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(i).

(a) For the first month all coverages provided under Article II will be continued and the Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance). The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(b) For the next 12 months in case of a layoff (24 months in the case of an employee who has 10 or more years of seniority as of the last day worked prior to

Art. III, 2(b)

layoff) and the next 11 months in case of a leave of absence other than for disability; only Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued.

(1) For such period in case of a layoff, contributions shall be in accordance with certain schedules established by the Corporation related to eligibility for Supplemental Unemployment Benefits, to seniority, or on some other basis, under which coverages (other than Optional and Dependent Life Insurance) continued by a laid-off employee shall be continued without cost to such employee during a specified number of full calendar months of layoff. Corporation contributions shall commence with the first month after the month in which the Corporation contributed under the provisions of subsection (a) of this Section.

An employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued in any month of layoff in which such employee is not eligible for such Corporation contributions. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) For such period in case of a leave of absence other than for disability an employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued by an employee while on layoff for up to 12 additional months beyond the last month for which the Corporation contributed in accordance with subsection (b)(1) of this Section. Employees shall

Art. III, 2(c) --

contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued for such period. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Notwithstanding any other provisions of this Section 2, for an employee who is on a permanent layoff and returns to active work with the Corporation, and who is subsequently laid off prior to satisfying the eligibility requirements for Sickness and Accident and Extended Disability Benefit coverages set forth in Article I, Section 3(d), the number of months for which coverage may be continued as of the first day of the month next following the month in which the employee last works, and the number of months for which the Corporation shall contribute for any such continued coverage, shall be equal to the number of such months, respectively, which were available as of the last day of the month immediately preceding the date of return to work with the Corporation following the permanent layoff, increased by two additional months for which the Corporation shall pay the full monthly charge.

At the end of any period set forth above except as otherwise provided in this Article, or at any time the employee fails to make the required contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance during such period, the employee's Basic Life, Extra Accident and Survivor Income Benefit Insurance is canceled and the employee is entitled to the conversion privilege as described in Article IV, Section 6.

(d) Special Provisions

**(1) Employee Placed on Leave of Absence
Other Than for Disability Because of A
Clinically Anticipated Disability**

If an employee is granted a leave of absence other

Art. III, 2(d)(1)

than for disability, because of a clinically anticipated disability based on the natural course of the employee's diagnosed condition, Sickness and Accident coverage which may have ceased in accordance with subsection (b) above during the period of such leave shall be reinstated, provided the employee is insured for Basic Life Insurance, as of the date the employee presents medical certification from the employee's personal physician, satisfactory to the Carrier, that the employee is totally disabled and shall remain in force on the same basis as set forth in Section 3 of this Article. Commencing with the month in which such Sickness and Accident Benefit coverage is reinstated, the Corporation shall pay the full monthly charge for such coverage on the same basis as set forth in Section 3(a) of this Article for an employee on an approved disability leave of absence. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) *Employee Placed on Layoff From Disability Leave of Absence*

For an employee at work on or after March 1, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day such employee reports for work shall be deemed to be the day the employee last works prior to layoff and the coverages to be continued during such layoff will be that for which the employee was covered on the actual day the employee last worked, but only for purposes of this Section 2.

(3) *Employee Placed on Layoff From Military Leave of Absence*

Notwithstanding any other provisions of the Program, if an employee upon reporting for work from military leave of absence in accordance with the terms of such leave is immediately placed on layoff, the day

Art. III, 2(d)(3)

such employee reports for work shall be deemed to be the employee's last day worked prior to layoff but only for purposes of determining the period of continuation and eligibility for Corporation contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages under the provisions of the Program applicable to laid-off employees.

Section 3. Disabled Employees

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to disability upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(i).

(a) For any period during which an employee

(1) shall be entitled to receive Sickness and Accident Benefits, or

(2) is totally and continuously disabled while covered for Sickness and Accident Benefits and such employee remains on an approved disability leave of absence but not to exceed the period equal to the employee's Years of Participation as of the first day of disability.

all the employee's coverages under Article II shall remain in force, except that if an employee's disability leave is canceled because the period of such leave equaled the employee's length of seniority, all the employee's coverages under Article II shall continue to remain in force in any month in which the employee continues to receive Extended Disability Benefits subsequent to such cancellation. The Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Art. III, 3(b)

(b) For an employee at work on or after March 1, 1982 if, within three working days after an employee's disability leave of absence is canceled by the plant because the employee's disability has ceased, the employee is again disabled so as to satisfy the disability requirements for Sickness and Accident Benefits and is thereby unable to return to work, all the employee's coverages under Article II shall remain in force while the employee is so disabled, on the same basis as if the employee had become disabled while Sickness and Accident coverage was in force, but in no case will the duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth under Article II, Section 6(b)(1). The Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) An employee who is placed on an approved disability leave of absence from layoff and while not covered for Sickness and Accident Benefits may continue Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance in any month in which such employee is totally and continuously disabled while the employee remains on such leave on the same basis as if the employee became disabled while Sickness and Accident coverage was in force.

The Corporation shall pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(d) If at the expiration of the applicable period specified in subsections (a), (b) or (c) above, an employee is receiving payments because of employment

Art. III, 3(d)

with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act, only such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance shall be continued for the period the employee continues to receive such payments.

The Corporation shall continue to pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(e) If at the expiration of the applicable period specified in subsections (a), (b), (c) or (d) above the employee shall continue to be disabled, the following provisions apply:

**(1) *Employees With Less Than
Ten Years of Participation***

An employee may continue during such employee's period of continuing total disability only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

**(2) *Employees With Ten or More
Years of Participation***

An employee may continue during such employee's period of continuing total disability up to age 65 only Basic Life, Extra Accident, Optional Life

Art. III, 3(e)(2)

and Dependent Life Insurance which was in force on the last day of the month in which disability commenced. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such insurance (other than Optional and Dependent Life Insurance) will be required. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Continuing Basic Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident coverage will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and permanent disability during which contributions were not required. On and after age 65 Optional Life, Dependent Life and Personal Accident Insurance shall be determined as set forth in Article II, Section 9, 10 and 11, respectively.

Section 4. Special Continuation of Insurance

(a) *Insured Employee Between Ages 60 and 65*

An insured employee who ceases active work at or after age 60 and was insured from age 60 to the date such employee ceases active work or who has ceased active work prior to age 60 but is insured at age 60, and who in either case has five or more Years of Participation at the end of the month in which the employee attains age 60 may continue only Basic Life and Extra Accident Insurance to age 65 by making the required contributions at the rate of 50¢ per month per \$1000 of Basic Life Insurance, except that such contributions shall not be required of any such retired employee eligible for benefits under Article II, Section 2

Art. III, 4(a)

or 3 of the Delphi Hourly-Rate Employees Pension Plan.

(b) *Insured Employee Prior to Age 60*

An insured employee who retires or is retired prior to age 60 under the provisions of Article II, Section 2(a) or (b) of the Delphi Hourly-Rate Employees Pension Plan and who was insured to the date such employee retires or was retired shall have only Basic Life and Extra Accident Insurance continued to age 65 without any premium contribution.

(c) *Uninsured Employee Retiring With Benefits*

An uninsured employee retiring with benefits under any Corporation pension plan or retirement program without returning to work from a layoff or leave of absence who thereby is unable to continue Basic Life and Extra Accident Insurance in accordance with subsections (a) or (b) above shall become insured, if such employee is then under age 65 on the first day of the month following the month in which seniority is canceled because of such retirement for the same amount the employee otherwise could have continued at the time of the employee's retirement, subject to reduction at age 65 in accordance with Article II, Section 2(b). Contributions shall not be required of any such retired employee.

**(d) *Conversion Privilege and Coverage
After Age 65***

(1) If the employee does not continue Basic Life Insurance in the manner set forth in (a) or (b) above, the employee may exercise the conversion privilege described in Article IV, Section 6. At attainment of age 65, an employee who has continued Basic Life and Extra Accident Insurance to that date, as set forth herein, shall have Basic Life Insurance reduced as provided in

Art. III, 4(d)(1)

Article II, Section 2(b), and the employee's Extra Accident Insurance shall be discontinued.

(2) An employee separated at or after age 55 who is not eligible to continue Basic Life and Extra Accident Insurance under the provisions of subsections (a) and (b) above shall have all coverages discontinued and the employee shall be entitled to the conversion privilege as described in Article IV, Section 6; except that if such separation is due to total disability the employee may continue the coverages as described in Section 3 of this Article.

Section 5. Cessation of Coverages

(a) If an employee quits or is discharged, all coverages shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.

(b) If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Corporation.

(c) All coverages shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.

(d) If Sickness and Accident Benefit coverage does not cease in accordance with subsection (a) herein, such coverage shall automatically cease on the later of the date of:

(1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and

Misc. [Change in Appeal Process for SSDIB Claims]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed pending changes in the appeal process for Social Security Disability Insurance Benefit (DIB) claims. The Social Security Administration has announced plans for a pilot in all or a portion of ten states. Under such pilot program, the Social Security Administration will eliminate the Reconsideration level in the current appeal process and add (at the discretion of the initial claims examiner) a claimant conference to the initial application review level.

In regard to such changes, the Parties agreed that implementation of this pilot program, and possible future expansion of these changes, necessitates a revision to the procedures set forth in Miscellaneous [Items Agreed To, 7(d) and (e)]. The Parties further agreed, where no Reconsideration level is available, the claimant will be encouraged to participate in any conference offered by the Social Security Administration as part of the initial application process. As outlined in the current DIB procedures referenced above, the Carrier will determine if the claimant is required to file for a hearing before an Administrative Law Judge following an initial determination of disallowance.

Misc. [Change in Appeal Process for SSDIB Claims]

If the final process revisions released by the Social Security Administration or any future changes vary substantively from those assumed in this letter or from the process set forth in Miscellaneous [Items Agreed To, 7], the parties will meet to determine any required action.

Very truly yours,

DELPHI CORPORATION

Kevin M. Butler

Vice President

Human Resource Management

Accepted and Approved:

INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

By: Richard Shoemaker

Exhibit H

Supplemental Agreement

Covering

LIFE AND DISABILITY BENEFITS PROGRAM

Exhibit B

to

AGREEMENT

between

DELPHI CORPORATION

and

IUE-CWA

dated

November 16, 2003

Art. II, 1

SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE

Base Hourly Rate		Before Age 65 (1)		
		Basic Life Insurance	Extra Accident Insurance (2)	Total Basic Life and Extra Accident Insurance
Under	\$ <u>17.80</u>	\$ 40,500	\$ 20,250	\$ 60,750
17.80	— 18.14	41,000	20,500	61,500
18.15	— 18.49	42,500	21,250	63,750
18.50	— 18.84	43,000	21,500	64,500
18.85	— 19.19	44,000	22,000	66,000
19.20	— 19.54	44,500	22,250	66,750
19.55	— 19.89	45,500	22,750	68,250
19.90	— 20.24	46,500	23,250	69,750
20.25	— 20.59	47,000	23,500	70,500
20.60	— 20.94	47,500	23,750	71,250
20.95	— 21.29	48,500	24,250	72,750
21.30	— 21.64	49,000	24,500	73,500
21.65	— 21.99	50,000	25,000	75,000
22.00	— 22.34	50,500	25,250	75,750
22.35	— 22.69	51,500	25,750	77,250
22.70	— 23.04	52,500	26,250	78,750
23.05	— 23.39	53,000	26,500	79,500
23.40	— 23.74	54,000	27,000	81,000
23.75	— 24.09	54,500	27,250	81,750
24.10	— 24.44	55,500	27,750	83,250
24.45	— 24.79	56,500	28,250	84,750
24.80	— 25.14	57,000	28,500	85,500
25.15	— 25.49	58,000	29,000	87,000
25.50	— 25.84	58,500	29,250	87,750
25.85	— 26.19	59,500	29,750	89,250
26.20	— 26.54	60,500	30,250	90,750
26.55	— 26.89	61,000	30,500	91,500
26.90	— 27.24	62,000	31,000	93,000
27.25	— 27.59	62,500	31,250	93,750
27.60	— 27.94	63,500	31,750	95,250
27.95	— 28.29	64,500	32,250	96,750
28.30	— 28.64	65,000	32,500	97,500
28.65	— 28.99	66,000	33,000	99,000
29.00	— 29.34	67,500	33,750	101,250
29.35	— 29.69	68,000	34,000	102,000
29.70	— 30.04	69,000	34,500	103,500
30.05	— 30.39	70,000	35,000	105,000
30.40	— 30.74	70,500	35,250	105,750
30.75	— <u>31.09</u>	71,500	35,750	107,250
<u>31.10</u>	— <u>31.44</u>	<u>72,000</u>	<u>36,000</u>	<u>108,000</u>
<u>31.45</u>	— <u>31.79</u>	<u>73,000</u>	<u>36,500</u>	<u>109,500</u>
<u>31.80</u>	— <u>32.14</u>	<u>74,000</u>	<u>37,000</u>	<u>111,000</u>

Art. II, 1

SCHEDULE OF BENEFITS BASIC LIFE AND EXTRA ACCIDENT INSURANCE

Base Hourly Rate	Before Age 65 (1)		
	Basic Life Insurance	Extra Accident Insurance (2)	Total Basic Life and Extra Accident Insurance
32.15 — 32.49	74,500	37,250	111,750
32.50 — 32.84	75,500	37,750	113,250
32.85 — 33.19	76,000	38,000	114,000
33.20 — 33.54	77,000	38,500	115,500
33.55 — 33.89	78,000	39,000	117,000
33.90 — 34.24	78,500	39,250	117,750
34.25 — 34.59	79,500	39,750	119,250
34.60 — 34.94	80,500	40,250	120,750
34.95 — 35.29	81,000	40,500	121,500
35.30 & Over	82,000	41,000	123,000

- (1) The amount of Continuing Life Insurance [see Article II, Section 2(b)] and Extra Accident Insurance (equal to 50% of Continuing Life Insurance) shall be based on the employee's current base hourly rate for those employees who continue to work after age 65. [see Article IV, Section 2].
- (2) Three times the scheduled amount may be payable for an occupation-related death. [see Article II, Section 3(b)].

Section 2. Basic Life Insurance

(a) Prior to Age 65

The amount of Basic Life Insurance to which an employee is entitled prior to age 65 is as shown in Section 1 of this Article.

(b) Continuing Life Insurance After Age 65

(1) On the first day of the calendar month following the month in which the 65th birthday of the employee occurs, the amount of the employee's Basic Life Insurance in force on the employee's 65th birthday shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (i) and (ii) below; provided, however, that if an employee continues to work after the month in which such employee attains age 65 and the amount of the employee's Basic Life Insurance changes because of a change in the employee's pay rate, the employee's Basic Life Insurance in force and the amount of each monthly

Art. II, 2(b)(1)

reduction shall be determined as though the amount of the employee's Basic Life Insurance applicable to the most recent pay rate had been the amount that was in force at the end of the month in which the employee attained age 65.

(i) If the employee has ten or more Years of Participation at age 65, such reductions shall be made until the Basic Life Insurance is reduced to 1-1/2% of the amount in force on the employee's 65th birthday (or, the amount determined by the Schedule of Benefits set forth in Section 1 of this Article for the employee's base hourly rate on the last day the employee is actively at work, if later), times the number of Years of Participation, but in no event to less than \$5000, except as otherwise provided in subsection (b)(2) herein. Such remaining Life Insurance will be continued thereafter until the death of the employee, subject to the rights reserved to the Corporation to modify or discontinue this Plan.

(ii) If the employee has less than ten Years of Participation at age 65, such reductions shall be made until the earlier of 25 months of layoff, 12 months of leave of absence other than for disability, or such employee's separation from active service, and any amount remaining in force shall then be discontinued. If such an employee attains ten Years of Participation after the employee's 65th birthday, the amount of the employee's Basic Life Insurance in force at the end of the month in which the employee attains age 65 (or the amount determined by the Schedule of Benefits set forth in Section 1 herein for the employee's base hourly rate on the last day the employee is actively at work, if later) shall be reduced and continued as provided in Section 2(b)(1)(i) of this Article.

(2) An employee who last worked prior to November 29, 1993 but on or after October 22, 1990,

Art. II, 2(b)(2)

and otherwise is eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$4500. An employee who last worked prior to October 22, 1990, but on or after November 9, 1987, and otherwise is eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3500. An employee who last worked prior to November 9, 1987 and is otherwise eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3000, except that for an employee who last worked prior to September 17, 1984 and who, having reached age 60 but not age 65:

- (i) recovers from disability, and
- (ii) ceases to receive monthly instalment payments for total and permanent disability, and
- (iii) does not return to work,

and had Basic Life Insurance revived in an amount which is less than \$3000, such lesser amount shall be the minimum amount of Continuing Life Insurance.

(3) No employee contributions for Continuing Life Insurance are required after attainment of age 65.

(4) Each retired employee eligible for Continuing Life Insurance shall be notified of the ultimate amount of such Life Insurance. Notification shall be provided following attainment of age 65 (or following retirement, if later), as well as when the ultimate amount of Continuing Life Insurance is reached.

(c) *Insurance for Employees First
Participating at or After Age 65*

Life Insurance for an employee who first participates

Art. II, 5

SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

Base Hourly Rate		Disability Coverage		
		Before Retirement Weekly Sickness and Accident Benefit (Maximum 52 Weeks)(1)	Monthly Extended Disability Benefit	
			Schedule I	Schedule II (2)
Under	\$ 17.80	\$ 425	\$ 1,525	\$ 1,680
17.80	— 18.14	430	1,560	1,715
18.15	— 18.49	440	1,590	1,745
18.50	— 18.84	450	1,620	1,780
18.85	— 19.19	455	1,650	1,815
19.20	— 19.54	465	1,680	1,845
19.55	— 19.89	475	1,710	1,880
19.90	— 20.24	480	1,740	1,915
20.25	— 20.59	490	1,770	1,945
20.60	— 20.94	500	1,800	1,980
20.95	— 21.29	505	1,830	2,015
21.30	— 21.64	515	1,860	2,045
21.65	— 21.99	525	1,890	2,080
22.00	— 22.34	530	1,920	2,115
22.35	— 22.69	540	1,950	2,145
22.70	— 23.04	550	1,985	2,180
23.05	— 23.39	555	2,015	2,215
23.40	— 23.74	565	2,045	2,245
23.75	— 24.09	575	2,075	2,280
24.10	— 24.44	585	2,105	2,315
24.45	— 24.79	590	2,135	2,350
24.80	— 25.14	600	2,165	2,380
25.15	— 25.49	610	2,195	2,415
25.50	— 25.84	615	2,225	2,450
25.85	— 26.19	625	2,255	2,485
26.20	— 26.54	635	2,290	2,515
26.55	— 26.89	640	2,320	2,550
26.90	— 27.24	650	2,350	2,585
27.25	— 27.59	660	2,380	2,615
27.60	— 27.94	665	2,410	2,650
27.95	— 28.29	675	2,440	2,685
28.30	— 28.64	685	2,470	2,715
28.65	— 28.99	690	2,500	2,750
29.00	— 29.34	700	2,530	2,780
29.35	— 29.69	710	2,560	2,815
29.70	— 30.04	715	2,590	2,850
30.05	— 30.39	725	2,620	2,880
30.40	— 30.74	735	2,650	2,915
30.75	— 31.09	740	2,680	2,950
31.10	— 31.44	750	2,710	2,980
31.45	— 31.79	760	2,740	3,015
31.80	— 32.14	765	2,770	3,045

Art. II, 5

**SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)**

Base Hourly Rate	Disability Coverage			
	Before Retirement		Monthly Extended Disability Benefit	
	Weekly Sickness and Accident Benefit (Maximum 52 Weeks) (1)		Schedule I	Schedule II (2)
32.15 — 32.49	775		2,800	3,080
32.50 — 32.84	785		2,830	3,115
32.85 — 33.19	795		2,860	3,145
33.20 — 33.54	800		2,890	3,180
33.55 — 33.89	810		2,920	3,215
33.90 — 34.24	820		2,950	3,245
34.25 — 34.59	825		2,980	3,280
34.60 — 34.94	835		3,010	3,315
34.95 — 35.29	845		3,040	3,345
35.30 & Over	850		3,070	3,380

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

Section 6. Sickness and Accident Benefits

(a) Eligibility for Benefits

(1) If while covered for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of such employee's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period the employee is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine such employee's suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

Art. II, 6(a)(1)

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in an inpatient residential, day treatment or outpatient substance abuse treatment facility approved for benefits under the Delphi Health Care Program for Hourly Employees furnishes the Carrier with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee is under the treatment of a physician assistant. For such treatment to be acceptable, the physician assistant must comply with laws and regulations in the state in which they practice and the care and treatment provided must be within the scope of his or her license. If such physician assistant provides treatment, a licensed doctor of medicine or osteopathy must provide certification of disability.

(2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

(b) *Duration and Commencement of Benefits*

(1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, for any one continuous period

Art. II, 6(b)(1)

of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes. However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period. Notwithstanding the fact that all the requirements of this subsection (b) and subsection (a) above have been met, in no case shall Sickness and Accident Benefits be payable for the waiting periods specified below.

(2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Corporation Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is

Art. II, 6(b)(2)

payable under a Medical Expense Benefit plan pursuant to the Delphi Health Care Program for Hourly Employees, the waiting period shall not extend beyond the day of surgery.

(c) *Basis for Daily Benefit Payments*

Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week, Saturday shall be substituted for that day and if two of such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.

(d) *Benefits for More Than One Absence*

(1) If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the employee is disabled that long.

(2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

**(e) *Benefits for Disability Occurring
Prior to the Day One Year of Seniority is
Attained***

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of

disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article.

(f) *Occupational Disabilities*

(1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers Compensation Law or Act or any Occupational Disease Law or Act.

(2) No deductions shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, or for benefits for total disability due to pneumoconiosis, as defined on September 21, 1973 under the Federal Black Lung Benefits Act of 1972.

(g) *Unemployment Compensation*

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(h) *Social Security*

Sickness and Accident Benefits otherwise payable for any period of disability shall be reduced by the weekly equivalent of any Disability Insurance Benefits or Retirement Insurance Benefits (Primary Insurance Amount only) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received. For purposes of such reduction, the weekly

Art. II, 6(h)

equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33.

Any Disability Insurance Benefits or Retirement Insurance Benefits which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Sickness and Accident Benefits shall be calculated accordingly.

The Carrier shall have the right to periodically request recipients of Sickness and Accident Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Sickness and Accident Benefit payments until receipt of the authorization.

(i) *Notice and Proof of Claim*

(1) Written notice of injury or sickness must be given to the Carrier within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Carrier within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

(2) The Carrier shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such benefits.

(3) No legal action shall be brought by any employee to recover from the Carrier prior to the expiration of 60 days after proof of claim has been filed

in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

(j) *Payment of Claim*

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(k) *Waiver*

In order to receive pension benefits under the provisions of the Delphi Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right such employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Corporation for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

Section 7. Extended Disability Benefits

(a) *Eligibility*

Extended Disability Benefits coverage shall be provided while an employee is covered for Sickness and Accident Benefits.

An employee who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such employee is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, such employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Corporation at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(b) Amount of Benefit

(1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

(i) All benefits under any pension plan or retirement program then in effect to which the Corporation or any of its subsidiaries has contributed;

(ii) Lost time benefits under Workers Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, and excluding benefits for total disability due to pneumoconiosis, as defined on

Art. II, 7(b)(1)(ii)

September 21, 1973, under the Federal Black Lung Benefits Act of 1972;

(iii) Disability or Retirement Insurance Benefits (Primary Insurance Amount only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except retirement benefits reduced because of the age at which received;

(iv) Benefits under any state or federal law providing benefits for working time lost because of disability.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.

(ii) Lump-sum settlements under state Workers Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump-sum settlement.

(iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended

Art. II, 7(b)(2)(iii)

Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).

(3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The Carrier may require each applicant or

Art. II, 7(b)(5)

recipient of Extended Disability Benefits to certify or furnish verification of the amounts of such applicant's or recipient's income from sources listed in subsection (b)(1) above. Further, the Carrier shall have the right to periodically request recipients of Extended Disability Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Extended Disability Benefit payments until receipt of the authorization.

(6) Any benefits described in subsection (b)(1) above which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

(c) *Commencement and Duration of Benefits*

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers Compensation benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be:

(i) in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the

Art. II, 7(c)(2)(i)

end of the month in which the employee attains age 65;
and

(ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the date the employee no longer satisfies the disability requirement, except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for Extended Disability Benefits, such benefits will be payable in accordance with the following schedule:

<u>Age at Commencement of Disability</u>		<u>Maximum Duration of Extended Disability Benefits</u>
<u>Employee Is</u>	<u>But Less Than</u>	
63 and 0 months	68 and 1 month	12 months
68 and 1 month	68 and 2 months	11 months
68 and 2 months	68 and 3 months	10 months
68 and 3 months	68 and 4 months	9 months
68 and 4 months	68 and 5 months	8 months
68 and 5 months	68 and 6 months	7 months
68 and 6 months and older		6 months

If an employee's return to work with the Corporation does not qualify such employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but Extended

Disability Benefits shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Corporation, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.

(5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

(6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

Art. II, 11(i)(1)

will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on an approved leave of absence provided the required contribution is paid to the insurer.

(2) *Employees on layoff*

During the month in which a layoff commences, an insured employee on such layoff will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on layoff, as set forth in the following schedule provided the required contribution is paid to the insurer.

Years of Seniority on Last Day Worked Prior to Layoff	Maximum Number of Months for Which Coverage Can be Continued
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

(3) *Retirees*

Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal

Accident Insurance provided the required contribution is paid to the insurer annually and in advance.

ARTICLE III
CONTINUATION OF COVERAGES,
CORPORATION AND EMPLOYEE
CONTRIBUTIONS,
AND CESSATION OF COVERAGES

Section 1. Employees in Active Service

The Corporation shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Corporation, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

Section 2. Employees on Layoff or Leave of Absence Other Than for Disability

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to layoff or leave of absence upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section II (i).

(a) For the first month all coverages provided under Article II will be continued and the Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance). The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Art. III, 2(b)

(b) For the next 12 months in case of a layoff (24 months in the case of an employee who has 10 or more years of seniority as of the last day worked prior to layoff) and the next 11 months in case of a leave of absence other than for disability; only Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued.

(1) For such period in case of a layoff, contributions shall be in accordance with certain schedules established by the Corporation related to eligibility for Supplemental Unemployment Benefits, to seniority, or on some other basis, under which coverages (other than Optional and Dependent Life Insurance) continued by a laid-off employee shall be continued without cost to such employee during a specified number of full calendar months of layoff. Corporation contributions shall commence with the first month after the month in which the Corporation contributed under the provisions of subsection (a) of this Section.

An employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued in any month of layoff in which such employee is not eligible for such Corporation contributions. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) For such period in case of a leave of absence other than for disability an employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) Basic Life, Extra Accident, Survivor Income

Art. III, 2(c)

Benefit, Optional Life and Dependent Life Insurance may be continued by an employee while on layoff for up to 12 additional months beyond the last month for which the Corporation contributed in accordance with subsection (b)(1) of this Section. Employees shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued for such period. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Notwithstanding any other provisions of this Section 2, for an employee who is on a permanent layoff and returns to active work with the Corporation, and who is subsequently laid off prior to satisfying the eligibility requirements for Sickness and Accident and Extended Disability Benefit coverages set forth in Article I, Section 3(d), the number of months for which coverage may be continued as of the first day of the month next following the month in which the employee last works, and the number of months for which the Corporation shall contribute for any such continued coverage, shall be equal to the number of such months, respectively, which were available as of the last day of the month immediately preceding the date of return to work with the Corporation following the permanent layoff, increased by two additional months for which the Corporation shall pay the full monthly charge.

At the end of any period set forth above except as otherwise provided in this Article, or at any time the employee fails to make the required contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance during such period, the employee's Basic Life, Extra Accident and Survivor Income Benefit Insurance is canceled and the employee is entitled to the conversion privilege as described in Article IV, Section 6.

Art. III, 2(d)

(d) *Special Provisions*

**(1) *Employee Placed on Leave of Absence
Other Than for Disability Because of
A Clinically Anticipated Disability***

If an employee is granted a leave of absence other than for disability, because of a clinically anticipated disability based on the natural course of the employee's diagnosed condition, Sickness and Accident coverage which may have ceased in accordance with subsection (b) above during the period of such leave shall be reinstated, provided the employee is insured for Basic Life Insurance, as of the date the employee presents medical certification from the employee's personal physician, satisfactory to the Carrier, that the employee is totally disabled and shall remain in force on the same basis as set forth in Section 3 of this Article. Commencing with the month in which such Sickness and Accident Benefit coverage is reinstated, the Corporation shall pay the full monthly charge for such coverage on the same basis as set forth in Section 3(a) of this Article for an employee on an approved disability leave of absence. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

**(2) *Employee Placed on Layoff From
Disability Leave of Absence***

For an employee at work on or after March 1, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day such employee reports for work shall be deemed to be the day the employee last works prior to layoff and the coverages to be continued during such layoff will be that for which the employee was covered on the actual day the employee last worked, but only for purposes of this Section 2.

Art. III, 2(d)(3)

**(3) *Employee Placed on Layoff
From Military Leave of Absence***

Notwithstanding any other provisions of the Program, if an employee upon reporting for work from military leave of absence in accordance with the terms of such leave is immediately placed on layoff, the day such employee reports for work shall be deemed to be the employee's last day worked prior to layoff but only for purposes of determining the period of continuation and eligibility for Corporation contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages under the provisions of the Program applicable to laid-off employees.

Section 3. Disabled Employees

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to disability upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(i).

(a) For any period during which an employee

(1) shall be entitled to receive Sickness and Accident Benefits, or

(2) is totally and continuously disabled while covered for Sickness and Accident Benefits and such employee remains on an approved disability leave of absence but not to exceed the period equal to the employee's Years of Participation as of the first day of disability,

all the employee's coverages under Article II shall remain in force, except that if an employee's disability leave is canceled because the period of such leave equaled the employee's length of seniority, all the employee's coverages under Article II shall continue to remain in force in any month in which the employee

Art. III, 3(a)(2)

continues to receive Extended Disability Benefits subsequent to such cancellation. The Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(b) For an employee at work on or after March 1, 1982 if, within three working days after an employee's disability leave of absence is canceled by the plant because the employee's disability has ceased, the employee is again disabled so as to satisfy the disability requirements for Sickness and Accident Benefits and is thereby unable to return to work, all the employee's coverages under Article II shall remain in force while the employee is so disabled, on the same basis as if the employee had become disabled while Sickness and Accident coverage was in force, but in no case will the duration of Sickness and Accident Benefits exceed the maximum period for which benefits would have been payable at the onset of the initial disability as set forth under Article II, Section 6(b)(1). The Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(c) An employee who is placed on an approved disability leave of absence from layoff and while not covered for Sickness and Accident Benefits may continue Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance in any month in which such employee is totally and continuously disabled while the employee remains on such leave on the same basis as if the employee became disabled while Sickness and Accident coverage was in force.

The Corporation shall pay the full monthly charge

Art. III, 3(c)

for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(d) If at the expiration of the applicable period specified in subsections (a), (b) or (c) above, an employee is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act, only such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance shall be continued for the period the employee continues to receive such payments.

The Corporation shall continue to pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(e) If at the expiration of the applicable period specified in subsections (a), (b), (c) or (d) above the employee shall continue to be disabled, the following provisions apply:

**(1) *Employees With Less Than
Ten Years of Participation***

An employee may continue during such employee's period of continuing total disability only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life

Art. III, 3(e)(1)

Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

**(2) *Employees With Ten or More
Years of Participation***

An employee may continue during such employee's period of continuing total disability up to age 65 only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such insurance (other than Optional and Dependent Life Insurance) will be required. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Continuing Basic Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident coverage will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and permanent disability during which contributions were not required. On and after age 65 Optional Life, Dependent Life and Personal Accident Insurance shall be determined as set forth in Article II, Section 9, 10 and 11, respectively.

Section 4. Special Continuation of Insurance

(a) *Insured Employee Between Ages 60 and 65*

An insured employee who ceases active work at or after age 60 and was insured from age 60 to the date such

Art. III, 4(a)

employee ceases active work or who has ceased active work prior to age 60 but is insured at age 60, and who in either case has five or more Years of Participation at the end of the month in which the employee attains age 60 may continue only Basic Life and Extra Accident Insurance to age 65 by making the required contributions at the rate of 50¢ per month per \$1000 of Basic Life Insurance, except that such contributions shall not be required of any such retired employee eligible for benefits under Article II, Section 2 or 3 of the Delphi Hourly-Rate Employees Pension Plan.

(b) *Insured Employee Prior to Age 60*

An insured employee who retires or is retired prior to age 60 under the provisions of Article II, Section 2(a) or (b) of the Delphi Hourly-Rate Employees Pension Plan and who was insured to the date such employee retires or was retired shall have only Basic Life and Extra Accident Insurance continued to age 65 without any premium contribution.

(c) *Uninsured Employee Retiring With Benefits*

An uninsured employee retiring with benefits under any Corporation pension plan or retirement program without returning to work from a layoff or leave of absence who thereby is unable to continue Basic Life and Extra Accident Insurance in accordance with subsections (a) or (b) above shall become insured, if such employee is then under age 65 on the first day of the month following the month in which seniority is canceled because of such retirement for the same amount the employee otherwise could have continued at the time of the employee's retirement, subject to reduction at age 65 in accordance with Article II, Section 2(b). Contributions shall not be required of any such retired employee.

Art. III, 4(d)

**(d) *Conversion Privilege and Coverage
After Age 65***

(1) If the employee does not continue Basic Life Insurance in the manner set forth in (a) or (b) above, the employee may exercise the conversion privilege described in Article IV, Section 6. At attainment of age 65, an employee who has continued Basic Life and Extra Accident Insurance to that date, as set forth herein, shall have Basic Life Insurance reduced as provided in Article II, Section 2(b), and the employee's Extra Accident Insurance shall be discontinued.

(2) An employee separated at or after age 55 who is not eligible to continue Basic Life and Extra Accident Insurance under the provisions of subsections (a) and (b) above shall have all coverages discontinued and the employee shall be entitled to the conversion privilege as described in Article IV, Section 6; except that if such separation is due to total disability the employee may continue the coverages as described in Section 3 of this Article.

Section 5. Cessation of Coverages

(a) If an employee quits or is discharged, all coverages shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.

(b) If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Corporation.

(c) All coverages shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.

Exhibit I

EXHIBIT B

SUPPLEMENTAL
AGREEMENT

(Life and Disability Benefits Program)

~~December 8, 1999~~

(A)

(A) = Date of Agreement

(B) = Effective Date

(C) = First of Month Following the Effective Date of the New Agreement

EXHIBIT B-1
THE DELPHI LIFE AND DISABILITY
BENEFITS PROGRAM FOR
HOURLY EMPLOYEES

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 1

SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE

			Before Age 65 (1)		
Base Hourly Rate			Basic Life Insurance	Extra Accident Insurance (2)	Total Basic Life and Extra Accident Insurance
Under	\$	15.00	\$ 34,000	\$ 17,000	\$ 51,000
15.00	-	15.34	35,000	17,500	52,500
15.35	-	15.69	36,000	18,000	54,000
15.70	-	16.04	36,500	18,250	54,750
16.05	-	16.39	37,500	18,750	56,250
16.40	-	16.74	38,000	19,000	57,000
16.75	-	17.09	38,500	19,250	57,750
17.10	-	17.44	39,500	19,750	59,250
Under	-	17.79	40,500	20,250	60,750
17.45					
17.80	-	18.14	41,000	20,500	61,500
18.15	-	18.49	42,500	21,250	63,750
18.50	-	18.84	43,000	21,500	64,500
18.85	-	19.19	44,000	22,000	66,000
19.20	-	19.54	44,500	22,250	66,750
19.55	-	19.89	45,500	22,750	68,250
19.90	-	20.24	46,500	23,250	69,750
20.25	-	20.59	47,000	23,500	70,500
20.60	-	20.94	47,500	23,750	71,250
20.95	-	21.29	48,500	24,250	72,750
21.30	-	21.64	49,000	24,500	73,500
21.65	-	21.99	50,000	25,000	75,000
22.00	-	22.34	50,500	25,250	75,750
22.35	-	22.69	51,500	25,750	77,250
22.70	-	23.04	52,500	26,250	78,750
23.05	-	23.39	53,000	26,500	79,500
23.40	-	23.74	54,000	27,000	81,000
23.75	-	24.09	54,500	27,250	81,750
24.10	-	24.44	55,500	27,750	83,250
24.45	-	24.79	56,500	28,250	84,750
24.80	-	25.14	57,000	28,500	85,500
25.15	-	25.49	58,000	29,000	87,000
25.50	-	25.84	58,500	29,250	87,750
25.85	-	26.19	59,500	29,750	89,250
26.20	-	26.54	60,500	30,250	90,750
26.55	-	26.89	61,000	30,500	91,500
26.90	-	27.24	62,000	31,000	93,000
27.25	-	27.59	62,500	31,250	93,750
27.60	-	27.94	63,500	31,750	95,250
27.95	-	28.29	64,500	32,250	96,750
28.30	-	28.64	65,000	32,500	97,500
28.65	-	28.99	66,000	33,000	99,000
29.00	-	29.34	67,500	33,750	101,250
29.35	-	29.69	68,000	34,000	102,000
29.70	-	30.04	69,000	34,500	103,500
30.05	-	30.39	70,000	35,000	105,000
30.40	-	30.74	70,500	35,250	105,750
30.75	* =	Over 31.09	71,500	35,750	107,250

- (1) The amount of Continuing Life Insurance [see Article II, Section 2(b)] and Extra Accident Insurance (equal to 50% of Continuing Life Insurance) shall be based on the employee's current base hourly rate for those employees who continue to work after age 65. [see Article IV, Section 2].
- (2) Three times the scheduled amount may be payable for an occupation-related death. [see Article II, Section 3(b)].

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 1

SCHEDULE OF BENEFITS

BASIC LIFE AND EXTRA ACCIDENT INSURANCE

<u>Base</u>			<u>Before Age 65 (1)</u>		
<u>Hourly Rate</u>			<u>Basic</u>	<u>Extra</u>	<u>Total Basic Life</u>
			<u>Life</u>	<u>Accident</u>	<u>and Extra Accident</u>
			<u>Insurance</u>	<u>Insurance (2)</u>	<u>Insurance</u>
31.10	-	31.44	\$ 72,000	\$ 36,000	\$ 108,000
31.45	-	31.79	73,000	36,500	109,500
31.80	-	32.14	74,000	37,000	111,000
32.15	-	32.49	74,500	37,250	111,750
32.50	-	32.84	75,500	37,750	113,250
32.85	-	33.19	76,000	38,000	114,000
33.20	-	33.54	77,000	38,500	115,500
33.55	-	33.89	78,000	39,000	117,000
33.90	-	34.24	78,500	39,250	117,750
34.25	-	34.59	79,500	39,750	119,250
34.60	-	34.94	80,500	40,250	120,750
34.95	-	35.29	81,000	40,500	121,500
35.30	&	Over	82,000	41,000	123,000

[1] The amount of Continuing Life Insurance [see Article II, Section 2(b)] and Extra Accident Insurance (equal to 50% of Continuing Life Insurance) shall be based on the employee's current base hourly rate for those employees who continue to work after age 65. [see Article IV, Section 2].

[2] Three times the scheduled amount may be payable for an occupation-related death. [see Article II, Section 3(b)].

Art. II, 2

Section 2. Basic Life Insurance

(a) Prior to Age 65

The amount of Basic Life Insurance to which an employee is entitled prior to age 65 is as shown in Section 1 of this Article.

(b) Continuing Life Insurance After Age 65

- (1) On the first day of the calendar month following the month in which the 65th birthday of the employee occurs, the amount of the employee's Basic Life Insurance in force on the employee's 65th birthday shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (i) and (ii) below; provided, however, that if an employee continues to work after the month in which such employee attains age 65 and the amount of the employee's Basic Life Insurance changes because of a change in the employee's pay rate, the employee's Basic Life Insurance in force and the amount of

Art. II, 2(b)(1)

each monthly reduction shall be determined as though the amount of the employee's Basic Life Insurance applicable to the most recent pay rate had been the amount that was in force at the end of the month in which the employee attained age 65.

- (i) If the employee has ten or more Years of Participation at age 65, such reductions shall be made until the Basic Life Insurance is reduced to 1-1/2% of the amount in force on the employee's 65th birthday (or, the amount determined by the Schedule of Benefits set forth in Section 1 of this Article for the employee's base hourly rate on the last day the employee is actively at work, if later), times the number of Years of Participation, but in no event to less than \$5000, except as otherwise provided in

Art. II, 2(b)(1)(i)

subsection (b)(2) herein. Such remaining Life Insurance will be continued thereafter until the death of the employee, subject to the rights reserved to the Corporation to modify or discontinue this Plan.

(ii) If the employee has less than ten Years of Participation at age 65, such reductions shall be made until the earlier of 25 months of layoff, 12 months of leave of absence other than for disability, or such employee's separation from active service, and any amount remaining in force shall then be discontinued. If such an employee attains ten Years of Participation after the employee's 65th birthday, the amount of the employee's Basic Life Insurance in force at the end of the month in which the employee attains age 65 (or the amount determined by the Schedule of

Art. II, 2(b)(1)(ii)

Benefits set forth in Section 1 herein for the employee's base hourly rate on the last day the employee is actively at work, if later) shall be reduced and continued as provided in Section 2(b)(1)(i) of this Article.

- (2) An employee who last worked prior to March 21, 1994 but on or after January 28, 1991, and otherwise is eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$4500. An employee who last worked prior to January 28, 1991, but on or after November 30, 1987, and otherwise is eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3500. An employee who last worked prior to November 30, 1987 and is otherwise

Art. II, 2(b)(2)

eligible for Continuing Life Insurance after age 65, shall have a minimum amount of Continuing Life Insurance of \$3000, except that for an employee who last worked prior to September 17, 1984 and who, having reached age 60 but not age 65:

(i) recovers from disability, and

(ii) ceases to receive monthly instalment payments for total and permanent disability, and

(iii) does not return to work,

and had Basic Life Insurance revived in an amount which is less than \$3000, such lesser amount shall be the minimum amount of Continuing Life Insurance.

Art. II, 2(b)(3)

(3) No employee contributions for Continuing Life Insurance are required after attainment of age 65.

(4) Each retired employee eligible for Continuing Life Insurance shall be notified of the ultimate amount of such Life Insurance. Notification shall be provided following attainment of age 65 (or following retirement, if later), as well as when the ultimate amount of Continuing Life Insurance is reached.

(c) Insurance for Employees First
Participating at or After Age 65

Life Insurance for an employee who first participates in the Plan at or after age 65 shall be subject to the reductions set forth in Section 2(b) of this Article.

Art. II, 3(c)(3)

(3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

Section 4. Payment of Basic Life Insurance
and Extra Accident Insurance

- (a) The amount of Basic Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Basic Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the employee if surviving the employee, and otherwise to the estate of the employee. Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the same basis as, the Basic Life Insurance of the employee. All other benefits provided under Extra Accident Insurance are payable to the employee.

Art. II, 4(b)

- (b) At the written request of the beneficiary, the Basic Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.

- (c) If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

Art. II, 4(d)

- (d) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.
- (e) All insurance is term insurance without cash, loan or paid-up values.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 5

Section 5. Amount of Disability Benefits

The amount of Sickness and Accident and Extended Disability Benefits shall be as set forth in the following schedule:

		<u>SCHEDULE OF BENEFITS</u> (In States With No Disability Benefits Laws)		
		<u>Disability Coverage</u>		
		<u>Before Retirement</u>		
		<u>Weekly Sickness and Accident Benefit (Maximum 52 Weeks) (1)</u>	<u>Monthly Extended Disability Benefit</u>	
<u>Base Hourly Rate</u>			<u>Schedule I</u>	<u>Schedule II (2)</u>
Under \$ 15.00		\$ 355	\$ 1,285	\$ 1,415
15.00 - 15.34		365	1,315	1,445
15.35 - 15.69		375	1,345	1,480
15.70 - 16.04		380	1,375	1,515
16.05 - 16.39		390	1,405	1,545
16.40 - 16.74		400	1,435	1,580
16.75 - 17.09		405	1,465	1,615
17.10 - 17.44		415	1,500	1,645
Under 17.45 - 17.79	17.80	425	1,525	1,680
17.80 - 18.14		430	1,560	1,715
18.15 - 18.49		440	1,590	1,745
18.50 - 18.84		450	1,620	1,780
18.85 - 19.19		455	1,650	1,815
19.20 - 19.54		465	1,680	1,845
19.55 - 19.89		475	1,710	1,880
19.90 - 20.24		480	1,740	1,915
20.25 - 20.59		490	1,770	1,945
20.60 - 20.94		500	1,800	1,980
20.95 - 21.29		505	1,830	2,015
21.30 - 21.64		515	1,860	2,045
21.65 - 21.99		525	1,890	2,080
22.00 - 22.34		530	1,920	2,115
22.35 - 22.69		540	1,950	2,145
22.70 - 23.04		550	1,985	2,180
23.05 - 23.39		555	2,015	2,215
23.40 - 23.74		565	2,045	2,245
23.75 - 24.09		575	2,075	2,280
24.10 - 24.44		585	2,105	2,315
24.45 - 24.79		590	2,135	2,350
24.80 - 25.14		600	2,165	2,380
25.15 - 25.49		610	2,195	2,415
25.50 - 25.84		615	2,225	2,450
25.85 - 26.19		625	2,255	2,485
26.20 - 26.54		635	2,290	2,515
26.55 - 26.89		640	2,320	2,550
26.90 - 27.24		650	2,350	2,585
27.25 - 27.59		660	2,380	2,615
27.60 - 27.94		665	2,410	2,650
27.95 - 28.29		675	2,440	2,685
28.30 - 28.64		685	2,470	2,715
28.65 - 28.99		690	2,500	2,750
29.00 - 29.34		700	2,530	2,780
29.35 - 29.69		710	2,560	2,815
29.70 - 30.04		715	2,590	2,850
30.05 - 30.39		725	2,620	2,880
30.40 - 30.74		735	2,650	2,915
30.75 & - Over 31.09		740	2,680	2,950

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

b

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PLUS - 33A -

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 5

SCHEDULE OF BENEFITS
(In States With No Disability Benefits Laws)

			<u>Disability Coverage</u>		
			<u>Before Retirement</u>		<u>Monthly Extended Disability Benefit</u>
			<u>Weekly Sickness and Accident Benefit (Maximum</u>		
			<u>52 Weeks) (1)</u>		
<u>Base Hourly Rate</u>			<u>Schedule I</u>		
			<u>Schedule II (2)</u>		
31.10	-	31.44	\$ 750	\$ 2,710	\$ 2,980
31.45	-	31.79	760	2,740	3,015
31.80	-	32.14	765	2,770	3,045
32.15	-	32.49	775	2,800	3,080
32.50	-	32.84	785	2,830	3,115
32.85	-	33.19	795	2,860	3,145
33.20	-	33.54	800	2,890	3,180
33.55	-	33.89	810	2,920	3,215
33.90	-	34.24	820	2,950	3,245
34.25	-	34.59	825	2,980	3,280
34.60	-	34.94	835	3,010	3,315
34.95	-	35.29	845	3,040	3,345
35.30	&	Over	850	3,070	3,380

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6

Section 6. Sickness and Accident Benefits

(a) Eligibility for Benefits

- (1) If while covered for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of such employee's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period the employee is so disabled and under such treatment: Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(a)(1)

registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine such employee's suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in an inpatient residential, day treatment or outpatient substance abuse treatment facility approved for benefits under the Delphi Health Care Program for Hourly Employees furnishes the Carrier with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(a)(1)

information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy. For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee is under the treatment of a physician assistant. For such treatment to be acceptable, the physician assistant must comply with laws and regulations in the state in which they practice and the care and treatment provided must be within the scope of his or her license. If such physician assistant provides treatment, a licensed doctor of medicine or osteopathy must provide certification of disability.

- (2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(b)

(b) Duration and Commencement of Benefits

- (1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.
However, if such employee is confined as a

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(b)(1)

registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period. Notwithstanding the fact that all the requirements of this subsection (b) and subsection (a) above have been met, in no case shall Sickness and Accident Benefits be payable for the waiting periods specified below.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(b)(2)

- (2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Corporation Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(b)(2)

payable under a Medical Expense Benefit plan pursuant to the Delphi Health Care Program for Hourly Employees, the waiting period shall not extend beyond the day of surgery.

(c) Basis for Daily Benefit Payments

Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week, Saturday shall be substituted for that day and if two of such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(d)

(d) Benefits for More Than One Absence

- (1) If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the employee is disabled that long.
- (2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(e)

- (e) Benefits for Disability Occurring Prior
to the Day One Year of Seniority is Attained

The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article.

- (f) Occupational Disabilities

- (1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers Compensation Law or Act or any Occupational Disease Law or Act.

- (2) No deductions shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent partial disability payments for a work-related

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(f)(2)

disability unrelated to the disability for which benefits under this Plan are payable, or for benefits for total disability due to pneumoconiosis, as defined on September 21, 1973 under the Federal Black Lung Benefits Act of 1972.

(g) Unemployment Compensation

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(h) Social Security

Sickness and Accident Benefits otherwise payable for any period of disability shall be reduced by the weekly equivalent of any Disability Insurance Benefits or ~~Old-Age~~ Retirement Insurance Benefits (Primary Insurance Amount only) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except ~~old-age~~ retirement benefits reduced because of the age at which received. For purposes of

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(h)

such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33.

Any Disability Insurance Benefits or ~~Old-Age~~Retirement Insurance Benefits which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Sickness and Accident Benefits shall be calculated accordingly.

The Carrier shall have the right to periodically request recipients of Sickness and Accident Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Sickness and Accident Benefit payments until receipt of the authorization.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(i)

(i) Notice and Proof of Claim

- (1) Written notice of injury or sickness must be given to the Carrier within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Carrier within 90 days after the termination of the period for which weekly benefits are payable under the Plan.
- (2) The Carrier shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such benefits.
- (3) No legal action shall be brought by any employee to recover from the Carrier prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(i)(3)

action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.

(j) Payment of Claim

- (1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.
- (2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 6(k)

(k) Waiver

In order to receive pension benefits under the provisions of the Delphi Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right such employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Corporation for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

Section 7. Extended Disability Benefits

(a) Eligibility

Extended Disability Benefits coverage shall be provided while an employee is covered for Sickness and Accident Benefits.

An employee who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such employee is entitled to receive Sickness

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(a)

and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, such employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Corporation at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(b) Amount of Benefit

- (1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(b)(1)(i)

- (i) All benefits under any pension plan or retirement program then in effect to which the Corporation or any of its subsidiaries has contributed;
- (ii) Lost time benefits under Workers Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972;

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(b)(1)(iii)

(iii) Disability or ~~Old-Age~~Retirement Insurance Benefits
(Primary Insurance Amount only) to which the person
is entitled under the Federal Social Security Act or
any future legislation providing similar benefits,
except ~~old-age~~retirement benefits reduced because of
the age at which received;

(iv) Benefits under any state or federal law providing
benefits for working time lost because of disability.

(2) In determining the amount by which Extended Disability
Benefits are reduced:

(i) The monthly equivalent of benefits paid on a weekly
basis is computed by multiplying the weekly benefit
rate by 4.33.

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Art. II, 7(b)(2)(ii)

(ii) Lump-sum settlements under state Workers Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump-sum settlement.

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Art. II, 7(b)(2)(iii)

(iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).

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Art. II, 7(b)(3)

- (3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(b)(4)

- (4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

- (5) The Carrier may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of such applicant's or recipient's income from sources listed in subsection (b)(1) above. Further, the Carrier shall have the right to periodically request recipients of Extended Disability Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Extended Disability Benefit payments until receipt of the authorization.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(b)(6)

(6) Any benefits described in subsection (b)(1) above which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.

(c) Commencement and Duration of Benefits

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers Compensation benefits.

(2) The maximum period during which Extended Disability Benefits may be payable shall be:

(i) in the case of an employee who has ten or more Years of Participation as of the day on which

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(c)(2)(i)

disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly Sickness and Accident Benefits occurs and terminating with the end of the month in which the employee attains age 65; and

(ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

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Art. II, 7(c)(2)

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the date the employee no longer satisfies the disability requirement, except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for Extended Disability Benefits, such benefits will be payable in accordance with the following schedule:

<u>Age at Commencement of Disability</u>		<u>Maximum Duration of Extended Disability Benefits</u>
<u>Employee Is</u>	<u>But Less Than</u>	
63 and 0 months	68 and 1 month	12 months
68 and 1 month	68 and 2 months	11 months
68 and 2 months	68 and 3 months	10 months
68 and 3 months	68 and 4 months	9 months
68 and 4 months	68 and 5 months	8 months
68 and 5 months	68 and 6 months	7 months
68 and 6 months and older		6 months

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(c)(2)

If an employee's return to work with the Corporation does not qualify such employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but Extended Disability Benefits shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

- (3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Corporation, the employee again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

LIFE AND DISABILITY BENEFITS PROGRAM

Art. II, 7(c)(4)

- (4) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in subsection (b)(1), suspended under subsection (c)(2), or not paid between periods of disability under circumstances described under subsection (c)(3), is counted as a full month. Fractions of the first and last month are counted as fractions of a month.
- (5) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible under subsection (c)(2)(ii) when Extended Disability Benefits again commence.

Art. II, 7(c)(6)

(6) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.

(d) Rehabilitation

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) Proof of Disability

The Carrier may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining such applicant's initial or continuing disability.

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LIFE AND DISABILITY BENEFITS PROGRAM

Art II, 11(i) (2)

<u>Years of Seniority on Last Day Worked Prior to Layoff</u>	<u>Maximum Number of Months for Which Coverage Can be Continued</u>
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

(3) Retirees

Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal Accident Insurance provided the required contribution is paid to the insurer annually and in advance.

Art. III, 1

ARTICLE III

CONTINUATION OF COVERAGES,
CORPORATION AND EMPLOYEE CONTRIBUTIONS,
AND CESSATION OF COVERAGES

Section 1. Employees in Active Service

The Corporation shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Corporation, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

Section 2. Employees on Layoff or Leave of Absence
Other Than for Disability

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to layoff or leave of absence upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11 (ji).

Art. III, 2(a)

- (a) For the first month all coverages provided under Article II will be continued and the Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance). The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.
- (b) For the next 12 months in case of a layoff (24 months in the case of an employee who has 10 or more years of seniority as of the last day worked prior to layoff) and the next 11 months in case of a leave of absence other than for disability; only Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued.
- (1) For such period in case of a layoff, contributions shall be in accordance with certain schedules established by the Corporation related to eligibility for Supplemental Unemployment Benefits, to seniority, or on some other basis, under which coverages (other

Art. III, 2(b)(1)

than Optional and Dependent Life Insurance) continued by a laid-off employee shall be continued without cost to such employee during a specified number of full calendar months of layoff. Corporation contributions shall commence with the first month after the month in which the Corporation contributed under the provisions of subsection (a) of this Section.

An employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued in any month of layoff in which such employee is not eligible for such Corporation contributions. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

- (2) For such period in case of a leave of absence other than for disability an employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such

Art. III, 2(b)(2)

coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

- (c) Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance may be continued by an employee while on layoff for up to 12 additional months beyond the last month for which the Corporation contributed in accordance with subsection (b)(1) of this Section. Employees shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such coverages (other than Optional and Dependent Life Insurance) continued for such period. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Notwithstanding any other provisions of this Section 2, for an employee who is on a permanent layoff and returns to active work with the Corporation, and who is subsequently laid off prior to satisfying the eligibility requirements for Sickness and Accident

Art. III, 2

and Extended Disability Benefit coverages set forth in Article I, Section 3(d), the number of months for which coverage may be continued as of the first day of the month next following the month in which the employee last works, and the number of months for which the Corporation shall contribute for any such continued coverage, shall be equal to the number of such months, respectively, which were available as of the last day of the month immediately preceding the date of return to work with the Corporation following the permanent layoff, increased by two additional months for which the Corporation shall pay the full monthly charge.

At the end of any period set forth above except as otherwise provided in this Article, or at any time the employee fails to make the required contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance during such period, the employee's Basic Life, Extra Accident and Survivor Income Benefit Insurance is canceled and the employee is entitled to the conversion privilege as described in Article IV, Section 6.

Art. III, 2(d)

(d) Special Provisions

- (1) Employee Placed on Leave of Absence Other Than for Disability Because of A Clinically Anticipated Disability

If an employee is granted a leave of absence other than for disability, because of a clinically anticipated disability based on the natural course of the employee's diagnosed condition, Sickness and Accident coverage which may have ceased in accordance with subsection (b) above during the period of such leave shall be reinstated, provided the employee is insured for Basic Life Insurance, as of the date the employee presents medical certification from the employee's personal physician, satisfactory to the Carrier, that the employee is totally disabled and shall remain in force on the same basis as set forth in Section 3 of this Article. Commencing with the month in which such Sickness and Accident Benefit coverage is reinstated, the Corporation shall pay the full monthly charge for such coverage on the same

Art. III, 2(d)(1)

basis as set forth in Section 3(a) of this Article for an employee on an approved disability leave of absence. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) Employee Placed on Layoff From Disability Leave of Absence

For an employee at work on or after March 1, 1982 who, upon reporting for work from an approved disability leave of absence, is immediately placed on layoff, the day such employee reports for work shall be deemed to be the day the employee last works prior to layoff and the coverages to be continued during such layoff will be that for which the employee was covered on the actual day the employee last worked, but only for purposes of this Section 2.

Art. III, 2(d)(3)

(3) Employee Placed on Layoff
From Military Leave of Absence

Notwithstanding any other provisions of the Program, if an employee upon reporting for work from military leave of absence in accordance with the terms of such leave is immediately placed on layoff, the day such employee reports for work shall be deemed to be the employee's last day worked prior to layoff but only for purposes of determining the period of continuation and eligibility for Corporation contributions for Basic Life, Extra Accident and Survivor Income Benefit Insurance coverages under the provisions of the Program applicable to laid-off employees.

Section 3. Disabled Employees

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to disability upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(j*i*).

Art. III, 3(a)

(a) For any period during which an employee

(1) shall be entitled to receive Sickness and Accident Benefits, or

(2) is totally and continuously disabled while covered for Sickness and Accident Benefits and such employee remains on an approved disability leave of absence but not to exceed the period equal to the employee's Years of Participation as of the first day of disability,

all the employee's coverages under Article II shall remain in force, except that if an employee's disability leave is canceled because the period of such leave equaled the employee's length of seniority, all the employee's coverages under Article II shall continue to remain in force in any month in which the employee continues to receive Extended Disability Benefits subsequent to such cancellation. The Corporation shall pay the full monthly charge for such coverages

Art. III, 3(a)

(other than Optional and Dependent Life Insurance)
continued. The employee shall contribute the full cost of
Optional and Dependent Life Insurance continued.

- (b) For an employee at work on or after March 1, 1982 if, within
three working days after an employee's disability leave of
absence is canceled by the plant because the employee's
disability has ceased, the employee is again disabled so as
to satisfy the disability requirements for Sickness and
Accident Benefits and is thereby unable to return to work,
all the employee's coverages under Article II shall remain
in force while the employee is so disabled, on the same
basis as if the employee had become disabled while Sickness
and Accident coverage was in force, but in no case will the
duration of Sickness and Accident Benefits exceed the
maximum period for which benefits would have been payable at

Art. III, 3(b)

the onset of the initial disability as set forth under Article II, Section 6(b)(1). The Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

- (c) An employee who is placed on an approved disability leave of absence from layoff and while not covered for Sickness and Accident Benefits may continue Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance in any month in which such employee is totally and continuously disabled while the employee remains on such leave on the same basis as if the employee became disabled while Sickness and Accident coverage was in force.

The Corporation shall pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Art. III, 3(d)

- (d) If at the expiration of the applicable period specified in subsections (a), (b) or (c) above, an employee is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act, only such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance shall be continued for the period the employee continues to receive such payments.

The Corporation shall continue to pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

- (e) If at the expiration of the applicable period specified in subsections (a), (b), (c) or (d) above the employee shall continue to be disabled, the following provisions apply:

Art. III, 3(e) (1)

(1) Employees With Less Than
Ten Years of Participation

An employee may continue during such employee's period of continuing total disability only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) Employees With Ten or More
Years of Participation

An employee may continue during such employee's period of continuing total disability up to age 65 only Basic Life, Extra Accident, Optional Life and Dependent Life

Art. III, 3(e)(2)

Insurance which was in force on the last day of the month in which disability commenced. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued, except that while the employee is adjudged totally and permanently disabled no further contributions for such insurance (other than Optional and Dependent Life Insurance) will be required. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Continuing Basic Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident coverage will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the

Art. III, 3(e)(2)

period of total and permanent disability during which contributions were not required. On and after age 65 Optional Life, Dependent Life and Personal Accident Insurance shall be determined as set forth in Article II, Section 9, 10 and 11, respectively.

Section 4. Special Continuation of Insurance

(a) Insured Employee Between Ages 60 and 65

An insured employee who ceases active work at or after age 60 and was insured from age 60 to the date such employee ceases active work or who has ceased active work prior to age 60 but is insured at age 60, and who in either case has five or more Years of Participation at the end of the month in which the employee attains age 60 may continue only Basic Life and Extra Accident Insurance to age 65 by making the required contributions at the rate of 50¢ per month per \$1000 of Basic Life Insurance, except that such contributions shall not be required of any such retired employee eligible for benefits under Article II, Section 2 or 3 of the Delphi Hourly-Rate Employees Pension Plan.

Art. III, 4 (b)

(b) Insured Employee Prior to Age 60

An insured employee who retires or is retired prior to age 60 under the provisions of Article II, Section 2(a) or (b) of the Delphi Hourly-Rate Employees Pension Plan and who was insured to the date such employee retires or was retired shall have only Basic Life and Extra Accident Insurance continued to age 65 without any premium contribution.

(c) Uninsured Employee Retiring With Benefits

An uninsured employee retiring with benefits under any Corporation pension plan or retirement program without returning to work from a layoff or leave of absence who thereby is unable to continue Basic Life and Extra Accident Insurance in accordance with subsections (a) or (b) above shall become insured, if such employee is then under age 65 on the first day of the month following the month in which seniority is canceled because of such retirement for the

Art. III, 4(c)

same amount the employee otherwise could have continued at the time of the employee's retirement, subject to reduction at age 65 in accordance with Article II, Section 2(b). Contributions shall not be required of any such retired employee.

(d) Conversion Privilege and Coverage After Age 65

- (1) If the employee does not continue Basic Life Insurance in the manner set forth in (a) or (b) above, the employee may exercise the conversion privilege described in Article IV, Section 6. At attainment of age 65, an employee who has continued Basic Life and Extra Accident Insurance to that date, as set forth herein, shall have Basic Life Insurance reduced as provided in Article II, Section 2(b), and the employee's Extra Accident Insurance shall be discontinued.

Art. III, 4(d)(2)

- (2) An employee separated at or after age 55 who is not eligible to continue Basic Life and Extra Accident Insurance under the provisions of subsections (a) and (b) above shall have all coverages discontinued and the employee shall be entitled to the conversion privilege as described in Article IV, Section 6; except that if such separation is due to total disability the employee may continue the coverages as described in Section 3 of this Article.

Section 5. Cessation of Coverages

- (a) If an employee quits or is discharged, all coverages shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.
- (b) If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Corporation.

Art. III, 5(c)

- (c) All coverages shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.
- (d) If Sickness and Accident Benefit coverage does not cease in accordance with subsection (a) herein, such coverage shall automatically cease on the later of the date of:
 - (1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and

Art. III, 5(d)(2)

- (2) the earlier of the expiration of the employee's
approved disability leave of absence, or retirement.

Sickness and Accident Benefit coverage may be reinstated only if and when the employee returns to active work for the Corporation. However, in the event Sickness and Accident Benefits cease while an employee's personal physician continues to certify to total disability and the employee remains on approved disability leave of absence, Sickness and Accident coverage shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth under Article II, Section 6(b)(1).

Exhibit J

EXHIBIT B-1

THE DELPHI LIFE AND DISABILITY
BENEFITS PROGRAM FOR
HOURLY EMPLOYEES

ARTICLE II

BASIC LIFE INSURANCE, EXTRA ACCIDENT INSURANCE,
SICKNESS AND ACCIDENT BENEFITS,
EXTENDED DISABILITY BENEFITS,
SURVIVOR INCOME BENEFIT INSURANCE,
OPTIONAL LIFE INSURANCE, DEPENDENT LIFE INSURANCE
AND PERSONAL ACCIDENT INSURANCE

Section 1. Amount of Basic Life and Extra Accident Insurance

The amount of Basic Life and Extra Accident Insurance shall be
as set forth in the following schedule:

SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE

			Before Age 65 (1)		
Base Hourly Rate			Basic Life Insurance	Extra Accident Insurance (2)	Total Basic Life and Extra Accident Insurance
Under	\$	15.00	\$ 34,000	\$ 17,000	\$ 51,000
15.00	-	15.34	35,000	17,500	52,500
15.35	-	15.69	36,000	18,000	54,000
15.70	-	16.04	36,500	18,250	54,750
16.05	-	16.39	37,500	18,750	56,250
16.40	-	16.74	38,000	19,000	57,000
16.75	-	17.09	38,500	19,250	57,750
17.10	-	17.44	39,500	19,750	59,250
Under	-	17.79 <u>17.80</u>	40,500	20,250	60,750
17.45					
17.80	-	18.14	41,000	20,500	61,500
18.15	-	18.49	42,500	21,250	63,750
18.50	-	18.84	43,000	21,500	64,500
18.85	-	19.19	44,000	22,000	66,000
19.20	-	19.54	44,500	22,250	66,750
19.55	-	19.89	45,500	22,750	68,250
19.90	-	20.24	46,500	23,250	69,750
20.25	-	20.59	47,000	23,500	70,500
20.60	-	20.94	47,500	23,750	71,250
20.95	-	21.29	48,500	24,250	72,750
21.30	-	21.64	49,000	24,500	73,500
21.65	-	21.99	50,000	25,000	75,000
22.00	-	22.34	50,500	25,250	75,750
22.35	-	22.69	51,500	25,750	77,250
22.70	-	23.04	52,500	26,250	78,750
23.05	-	23.39	53,000	26,500	79,500
23.40	-	23.74	54,000	27,000	81,000
23.75	-	24.09	54,500	27,250	81,750
24.10	-	24.44	55,500	27,750	83,250
24.45	-	24.79	56,500	28,250	84,750
24.80	-	25.14	57,000	28,500	85,500
25.15	-	25.49	58,000	29,000	87,000
25.50	-	25.84	58,500	29,250	87,750
25.85	-	26.19	59,500	29,750	89,250
26.20	-	26.54	60,500	30,250	90,750
26.55	-	26.89	61,000	30,500	91,500
26.90	-	27.24	62,000	31,000	93,000
27.25	-	27.59	62,500	31,250	93,750

27.60	-	27.94	63,500	31,750	95,250
27.95	-	28.29	64,500	32,250	96,750
28.30	-	28.64	65,000	32,500	97,500
28.65	-	28.99	66,000	33,000	99,000
29.00	-	29.34	67,500	33,750	101,250
29.35	-	29.69	68,000	34,000	102,000
29.70	-	30.04	69,000	34,500	103,500
30.05	-	30.39	70,000	35,000	105,000
30.40	-	30.74	70,500	35,250	105,750
30.75	& -	Over 31.09	71,500	35,750	107,250

- (1) The amount of Continuing Life Insurance [see Article II, Section 2(b)] and Extra Accident Insurance (equal to 50% of Continuing Life Insurance) shall be based on the employee's current base hourly rate for those employees who continue to work after age 65. [see Article IV, Section 2].
- (2) Three times the scheduled amount may be payable for an occupation-related death. [see Article II, Section 3(b)].

SCHEDULE OF BENEFITS
BASIC LIFE AND EXTRA ACCIDENT INSURANCE

			<u>Before Age 65 (1)</u>		
<u>Base</u>			<u>Basic</u>	<u>Extra</u>	<u>Total Basic Life</u>
<u>Hourly Rate</u>			<u>Life</u>	<u>Accident</u>	<u>and Extra Accident</u>
			<u>Insurance</u>	<u>Insurance (2)</u>	<u>Insurance</u>
31.10	-	31.44	\$ 72,000	\$ 36,000	\$ 108,000
31.45	-	31.79	73,000	36,500	109,500
31.80	-	32.14	74,000	37,000	111,000
32.15	-	32.49	74,500	37,250	111,750
32.50	-	32.84	75,500	37,750	113,250
32.85	-	33.19	76,000	38,000	114,000
33.20	-	33.54	77,000	38,500	115,500
33.55	-	33.89	78,000	39,000	117,000
33.90	-	34.24	78,500	39,250	117,750
34.25	-	34.59	79,500	39,750	119,250
34.60	-	34.94	80,500	40,250	120,750
34.95	-	35.29	81,000	40,500	121,500
35.30	&	Over	82,000	41,000	123,000

- [1] The amount of Continuing Life Insurance [see Article II, Section 2(b)] and Extra Accident Insurance (equal to 50% of Continuing Life Insurance) shall be based on the employee's current base hourly rate for those employees who continue to work after age 65. [see Article IV, Section 2].
- (2) Three times the scheduled amount may be payable for an occupation-related death. [see Article II, Section 3(b)].

Section 2. Basic Life Insurance

(a) Prior to Age 65

The amount of Basic Life Insurance to which an employee is entitled prior to age 65 is as shown in Section 1 of this Article.

(b) Continuing Life Insurance After Age 65

- (1) On the first day of the calendar month following the month in which the 65th birthday of the employee occurs, the amount of the employee's Basic Life Insurance in force on the employee's 65th birthday shall be reduced by 2% thereof, and shall be further reduced by an equal amount on the first day of each succeeding month in accordance with (i) and (ii) below; provided, however, that if an employee continues to work after the month in which such employee attains age 65 and the amount of the employee's Basic Life Insurance changes because of a change in the employee's pay rate, the employee's Basic Life Insurance in force and the amount of each monthly reduction shall be determined as though the amount of the employee's Basic Life Insurance applicable to the most recent pay rate had been the amount that was in force at the end of the month in which the employee attained age 65.
- (i) If the employee has ten or more Years of Participation at age 65, such reductions shall be made until the Basic Life Insurance is reduced to 1-1/2% of the amount in force on the employee's 65th birthday (or, the amount determined by the Schedule of Benefits set forth in Section 1 of this Article for the employee's base hourly rate on the last day the employee is actively at work, if later), times the number of Years of Participation, but in no event to less than \$5000, except as otherwise provided in subsection (b)(2) herein. Such remaining Life Insurance will be continued thereafter until the death of the employee, subject to the rights reserved to the Corporation to modify or discontinue this Plan.
- (ii) If the employee has less than ten Years of Participation at age 65, such reductions shall be made until the earlier of 25 months of layoff, 12 months of leave of absence other than for disability, or such employee's separation from active service, and any amount remaining in force shall then be discontinued. If such an employee attains ten Years of Participation after the employee's 65th birthday, the amount of the employee's Basic Life Insurance in force at the end of the month in which the employee attains age 65 (or the amount determined by the Schedule of Benefits set forth in Section 1 herein for the employee's base hourly rate on the last day the employee is actively at work, if later) shall be reduced and continued as provided in Section 2(b)(1)(i) of this Article.

- (5) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.
- (c) Notice and Proof of Loss
 - (1) Written notice of loss must be given to the insurer within 20 days after the date of such loss. Proof of such loss must be furnished within 90 days after the date of such loss.
 - (2) The insurer shall have the right and opportunity to examine the employee as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in case of death, where it is not forbidden by law.
 - (3) No action shall be brought to recover on the Plan prior to the expiration of 60 days after proof of claim has been filed, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required.

Section 4. Payment of Basic Life Insurance and Extra Accident Insurance

- (a) The amount of Basic Life Insurance is payable to the beneficiary of record of the employee in the event of death from any cause while the employee is insured under the Plan for Basic Life Insurance. In the event of accidental death, the Extra Accident Insurance, if in force, is also payable to the beneficiary of record of the employee if surviving the employee, and otherwise to the estate of the employee. Such Extra Accident Insurance for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the same basis as, the Basic Life Insurance of the employee. All other benefits provided under Extra Accident Insurance are payable to the employee.
- (b) At the written request of the beneficiary, the Basic Life Insurance and Extra Accident Insurance, if any, shall be paid either in a lump sum or in instalments. No instalment settlement election shall be valid if such settlement would result in instalment payments of less than \$10.00 each.
- (c) If the insurance is payable in instalments and the beneficiary dies before all instalments have been paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

(d) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.

(e) All insurance is term insurance without cash, loan or paid-up values.

Section 5. Amount of Disability Benefits

The amount of Sickness and Accident and Extended Disability Benefits shall be as set forth in the following schedule:

<u>SCHEDULE OF BENEFITS</u>				
(In States With No Disability Benefits Laws)				
<u>Disability Coverage</u>				
<u>Before Retirement</u>				
<u>Base Hourly Rate</u>		<u>Weekly Sickness and Accident Benefit (Maximum 52 Weeks) (1)</u>	<u>Monthly Extended Disability Benefit</u>	
			<u>Schedule I</u>	<u>Schedule II (2)</u>
Under	\$ 15.00	\$ 355	\$ 1,285	\$ 1,415
15.00 -	15.34	365	1,315	1,445
15.35 -	15.69	375	1,345	1,480
15.70 -	16.04	380	1,375	1,515
16.05 -	16.39	390	1,405	1,545
16.40 -	16.74	400	1,435	1,580
16.75 -	17.09	405	1,465	1,615
17.10 -	17.44	415	1,500	1,645
Under	17.79 17.80	425	1,525	1,680
17.45				
17.80 -	18.14	430	1,560	1,715
18.15 -	18.49	440	1,590	1,745
18.50 -	18.84	450	1,620	1,780
18.85 -	19.19	455	1,650	1,815
19.20 -	19.54	465	1,680	1,845
19.55 -	19.89	475	1,710	1,880
19.90 -	20.24	480	1,740	1,915
20.25 -	20.59	490	1,770	1,945
20.60 -	20.94	500	1,800	1,980
20.95 -	21.29	505	1,830	2,015
21.30 -	21.64	515	1,860	2,045
21.65 -	21.99	525	1,890	2,080
22.00 -	22.34	530	1,920	2,115
22.35 -	22.69	540	1,950	2,145
22.70 -	23.04	550	1,985	2,180
23.05 -	23.39	555	2,015	2,215
23.40 -	23.74	565	2,045	2,245
23.75 -	24.09	575	2,075	2,280
24.10 -	24.44	585	2,105	2,315
24.45 -	24.79	590	2,135	2,350
24.80 -	25.14	600	2,165	2,380

25.15	-	25.49	610	2,195	2,415
25.50	-	25.84	615	2,225	2,450
25.85	-	26.19	625	2,255	2,485
26.20	-	26.54	635	2,290	2,515
26.55	-	26.89	640	2,320	2,550
26.90	-	27.24	650	2,350	2,585
27.25	-	27.59	660	2,380	2,615
27.60	-	27.94	665	2,410	2,650
27.95	-	28.29	675	2,440	2,685
28.30	-	28.64	685	2,470	2,715
28.65	-	28.99	690	2,500	2,750
29.00	-	29.34	700	2,530	2,780
29.35	-	29.69	710	2,560	2,815
29.70	-	30.04	715	2,590	2,850
30.05	-	30.39	725	2,620	2,880
30.40	-	30.74	735	2,650	2,915
30.75	&	Over 31.09	740	2,680	2,950
=					

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

<u>SCHEDULE OF BENEFITS</u>					
<u>(In States With No Disability Benefits Laws)</u>					
<u>Disability Coverage</u>					
<u>Before Retirement</u>					
<u>Weekly Sickness</u>			<u>Monthly Extended</u>		
<u>and Accident</u>			<u>Disability Benefit</u>		
<u>Benefit (Maximum</u>					
<u>Base Hourly Rate</u>		<u>52 Weeks) (1)</u>	<u>Schedule I</u>		<u>Schedule II (2)</u>
31.10	-	31.44	\$ 750	\$ 2,710	\$ 2,980
31.45	-	31.79	760	2,740	3,015
31.80	-	32.14	765	2,770	3,045
32.15	-	32.49	775	2,800	3,080
32.50	-	32.84	785	2,830	3,115
32.85	-	33.19	795	2,860	3,145
33.20	-	33.54	800	2,890	3,180
33.55	-	33.89	810	2,920	3,215
33.90	-	34.24	820	2,950	3,245
34.25	-	34.59	825	2,980	3,280
34.60	-	34.94	835	3,010	3,315
34.95	-	35.29	845	3,040	3,345
35.30	&	Over	850	3,070	3,380

- (1) Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [see Article II, Section 6(e)].
- (2) Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits.

Section 6. Sickness and Accident Benefits

(a) Eligibility for Benefits

- (1) If while covered for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of such employee's occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then covered shall be paid to the employee each week during the period the employee is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine such employee's suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee under treatment for alcohol or drug abuse in an inpatient residential, day treatment or outpatient substance abuse treatment facility approved for benefits under the Delphi Health Care Program for Hourly Employees furnishes the Carrier with certification of disability, provided either by the facility's physician director, or by a physician consultant selected by the facility, based on information furnished by, and upon the recommendation of, the therapist who is supervising the employee's therapy.

For such certification to be acceptable, the physician director or physician consultant providing it must be a licensed doctor of medicine or osteopathy.

The requirement that an employee be under treatment by a physician legally licensed to practice medicine shall be deemed to have been met if an employee is

under the treatment of a physician assistant. For such treatment to be acceptable, the physician assistant must comply with laws and regulations in the state in which they practice and the care and treatment provided must be within the scope of his or her license. If such physician assistant provides treatment, a licensed doctor of medicine or osteopathy must provide certification of disability.

- (2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.
- (b) Duration and Commencement of Benefits
 - (1) Sickness and Accident Benefits shall be payable during total disability for a period equal to the greater of an employee's seniority or Years of Participation on the first day of disability, but in no case for more than 52 weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes. However, if such employee is confined as a registered bed patient in a legally constituted hospital or is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act for the same disability at the date of expiration of the maximum period for which the employee is entitled to receive Sickness and Accident Benefits, and such benefits were payable for less than 52 weeks, benefits shall continue to be payable while the employee continues to be so confined or while the employee receives such payments, but in no case beyond the end of such 52-week period. Notwithstanding the fact that all the requirements of this subsection (b) and subsection (a) above have been met, in no case shall Sickness and Accident Benefits be payable for the waiting periods specified below.
 - (2) If disability is due to an accident, the waiting period shall be the first seven days of disability, except that if during the first seven days of disability the employee, because of such accident, becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a Corporation Medical Department or by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first seven days of disability except that if during the first seven days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee

becomes so confined and if during the first seven days of disability the employee undergoes a surgical procedure for which a benefit of \$25 or more is payable under a Medical Expense Benefit plan pursuant to the Delphi Health Care Program for Hourly Employees, the waiting period shall not extend beyond the day of surgery.

- (c) **Basis for Daily Benefit Payments**
Any Sickness and Accident Benefits due for periods other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each day of a five day work week, Monday through Friday, the employee is disabled. If any one of such days is not included in an employee's regular work week, Saturday shall be substituted for that day and if two of such days are not included in the employee's regular work week, Saturday and Sunday shall be substituted for such two days.
- (d) **Benefits for More Than One Absence**
 - (1) If an employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the employee is disabled that long.
 - (2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three months or more between two periods of disability, and the employee returned to work for at least one day in the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.
- (e) **Benefits for Disability Occurring Prior to the Day One Year of Seniority is Attained**
The benefit amount for any period that an employee is otherwise eligible for benefits during any period of disability occurring prior to the day one year of seniority is attained shall be 75% of the benefit amount set forth in Section 5 of this Article.
- (f) **Occupational Disabilities**
 - (1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers Compensation Law or Act or any Occupational Disease Law or Act.
 - (2) No deductions shall be made for any payments under such laws specifically for hospitalization or medical

expense, or specific allowances for loss, or 100% loss of use, of a body member or for disfigurements, or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, or for benefits for total disability due to pneumoconiosis, as defined on September 21, 1973 under the Federal Black Lung Benefits Act of 1972.

- (g) Unemployment Compensation
Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

- (h) Social Security
Sickness and Accident Benefits otherwise payable for any period of disability shall be reduced by the weekly equivalent of any Disability Insurance Benefits or ~~Old-Age~~Retirement Insurance Benefits (Primary Insurance Amount only) to which the employee is entitled for the same period under the Federal Social Security Act or any future legislation providing similar benefits, except ~~old-age~~retirement benefits reduced because of the age at which received. For purposes of such reduction, the weekly equivalent of benefits paid on a monthly basis is computed by dividing the monthly benefit rate by 4.33.

Any Disability Insurance Benefits or ~~Old-Age~~Retirement Insurance Benefits which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Sickness and Accident Benefits shall be calculated accordingly.

The Carrier shall have the right to periodically request recipients of Sickness and Accident Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Sickness and Accident Benefit payments until receipt of the authorization.

- (i) Notice and Proof of Claim
 - (1) Written notice of injury or sickness must be given to the Carrier within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Carrier within 90 days after the termination of the period for which weekly benefits are payable under the Plan.

- (2) The Carrier shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it. Failure to report for such examination may result in denial of such benefits.
 - (3) No legal action shall be brought by any employee to recover from the Carrier prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of claim is required by the Plan.
- (j) Payment of Claim
- (1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.
 - (2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the Carrier, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the Carrier contributing toward or providing for the care or maintenance of the employee.
- (k) Waiver
- In order to receive pension benefits under the provisions of the Delphi Hourly-Rate Employees Pension Plan an employee may waive irrevocably any right such employee may have to receive Sickness and Accident Benefits with respect to any period of disability by completing a waiver form furnished by the Corporation for that purpose. No Sickness and Accident Benefits shall be payable for any period of disability covered by such waiver.

Section 7. Extended Disability Benefits

- (a) Eligibility
- Extended Disability Benefits coverage shall be provided while an employee is covered for Sickness and Accident Benefits.

An employee who is covered for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which such employee is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally

disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, such employee must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the Corporation at the plant or plants where the employee has seniority for remuneration or profit as a result of bodily injury or disease, either occupational or non-occupational in cause.

(b) Amount of Benefit

- (1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 5 of this Article, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:
 - (i) All benefits under any pension plan or retirement program then in effect to which the Corporation or any of its subsidiaries has contributed;
 - (ii) Lost time benefits under Workers Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member or permanent partial disability payments for a work-related disability unrelated to the disability for which benefits under this Plan are payable, and excluding benefits for total disability due to pneumoconiosis, as defined on September 21, 1973, under the Federal Black Lung Benefits Act of 1972;
 - (iii) Disability or ~~Old-Age~~Retirement Insurance Benefits (Primary Insurance Amount only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except ~~old-age~~retirement benefits reduced because of the age at which received;
 - (iv) Benefits under any state or federal law providing benefits for working time lost because of disability.
- (2) In determining the amount by which Extended Disability Benefits are reduced:

- (i) The monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33.
 - (ii) Lump-sum settlements under state Workers Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Workers Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Workers Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump-sum settlement.
 - (iii) The amount of a person's benefit under subsections (b)(1)(ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.
 - (iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection (b)(1)(i) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection (b)(1)(i).
- (3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and pension plan and retirement program disability retirement benefits. However, such presumption of pension plan and retirement program disability retirement benefits shall not be made with respect to any Extended Disability Benefit payments due for the 24-month period immediately following the date of expiration of the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits. Amounts deducted from

Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

- (4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.
 - (5) The Carrier may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of such applicant's or recipient's income from sources listed in subsection (b)(1) above. Further, the Carrier shall have the right to periodically request recipients of Extended Disability Benefits to complete an authorization form allowing the Social Security Administration to advise the Carrier of the status of a claim for Social Security benefits. Failure to complete and return such authorization within two weeks of the date of such request, will result in the suspension of Extended Disability Benefit payments until receipt of the authorization.
 - (6) Any benefits described in subsection (b)(1) above which are awarded retroactively shall be treated as having been received by the employee during the entire time period for which such benefits were payable and any overpayments of Extended Disability Benefits shall be calculated accordingly.
- (c) Commencement and Duration of Benefits
- (1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits, including weeks in which such Sickness and Accident Benefits were partially or wholly offset because of receipt of Workers Compensation benefits.
 - (2) The maximum period during which Extended Disability Benefits may be payable shall be:
 - (i) in the case of an employee who has ten or more Years of Participation as of the day on which disability commenced, the number of months commencing with the month in which the date of the expiration of the maximum number of weekly

Sickness and Accident Benefits occurs and terminating with the end of the month in which the employee attains age 65; and

- (ii) in the case of an employee who has less than ten Years of Participation as of the day on which disability commenced, the number of months by which the employee's Years of Participation at commencement of disability exceed the maximum number of weeks for which the employee is entitled to receive Sickness and Accident Benefits.

In any event, Extended Disability Benefits shall not be payable beyond the date of the employee's death, the end of the month in which the employee attains age 65, or the date the employee no longer satisfies the disability requirement, except that if the employee becomes disabled at or after age 63 and subsequently becomes eligible for Extended Disability Benefits, such benefits will be payable in accordance with the following schedule:

<u>Age at Commencement of Disability Employee Is</u>		<u>Maximum Duration of Extended Disability Benefits</u>
	<u>But Less Than</u>	
63 and 0 months	68 and 1 month	12 months
68 and 1 month	68 and 2 months	11 months
68 and 2 months	68 and 3 months	10 months
68 and 3 months	68 and 4 months	9 months
68 and 4 months	68 and 5 months	8 months
68 and 5 months	68 and 6 months	7 months
68 and 6 months and older		6 months

If an employee's return to work with the Corporation does not qualify such employee for a new period of Sickness and Accident Benefits or if the employee engages in some gainful occupation or employment other than one for which the employee is reasonably qualified by education, training or experience, the employee's satisfying of the disability requirement shall not be deemed to end, but Extended Disability Benefits shall be suspended for the period of the return to work or the period the employee engages in such occupation or employment.

- (3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two weeks of the effective date of such discontinuance and before the employee returns to work with the Corporation, the employee again becomes disabled so as to satisfy the

eligible survivor or in equal shares, except as otherwise provided in subsection (a) above, to the eligible survivors in the first of the Classes of survivors set forth in subsection (c) herein in which there is an eligible survivor or survivors.

(c) Classes of Eligible Survivors

The Classes of eligible survivors (also referred to herein as eligible dependents) and the order of qualifying for benefits are as follows:

Class A. The widow, or same-sex domestic partner who meets the eligibility criteria set forth in Section 10(c), of a deceased male employee, but only if she was legally married to, or he met the eligibility criteria for same-sex domestic partners set forth in Section 10(c) with, the deceased employee for at least one year immediately prior to his death;

Class B. The widower, or same-sex domestic partner who meets the eligibility criteria set forth in Section 10(c), of a deceased female employee, but only if he was legally married to, or she met the eligibility criteria for same-sex domestic partners set forth in Section 10(c) with, the deceased employee for at least one year immediately prior to her death;

Class C. Any child of the deceased employee, or of the same-sex domestic partner of the deceased employee meeting the eligibility criteria set forth in Section 10(c) (iii), who at the time a Transition Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25 or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of the employee's death. A child shall cease to be a Class C eligible survivor upon marrying or if not totally and permanently disabled, upon reaching age 25;

Class D. A parent of the deceased employee for whom the employee had, during the calendar year preceding the employee's death, provided at least 50% of the parent's support.

Notwithstanding the above definitions, the spouse, or same-sex domestic partner who meets the eligibility criteria set forth in Section 10(c), of a deceased employee shall be a Class A or Class B eligible survivor if such spouse was legally married to the deceased employee, or such same-sex domestic partner met the eligibility criteria set forth in Section 10(c), at the time of the employee's death and had been legally married to the deceased employee, or met such same-sex domestic partner eligibility criteria with the deceased employee, for at least one year.

(d) Sequence of Payments

Payments shall be made to the eligible survivors as set forth in subsection (c) above in the following order:

- (1) Class A or B Eligible Survivors
If a Class A or Class B eligible survivor dies prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares, except as otherwise provided in subsection (a) above, for the balance of the maximum number of payments to any surviving children who then qualify under Class C or, if there are none, then in equal shares, except as otherwise provided in subsection (a) above, for the balance of the maximum number of payments to any surviving parents who then qualify under Class D. In no event, however, would any such benefit be paid to a Class C or Class D eligible survivor for any month subsequent to 24 calendar months after the date of death of the insured employee.
- (2) Class C Eligible Survivors
If, after having qualified under Class C, a child marries, dies, or attains age 25 (if not totally and permanently disabled), any remaining payments shall be divided equally, except as otherwise provided in subsection (a) above, among any surviving children who continue to qualify under Class C. After the last child ceases to qualify, any remaining payments shall be divided equally, except as otherwise provided in subsection (a) above, among any surviving parents who then qualify under Class D.
- (3) Class D Eligible Survivors
If more than one parent qualifies under Class D and either parent dies, any remaining payments shall be payable to the surviving parent.
- (4) No Eligible Survivor
If no eligible survivor of the employee qualifies in any Class on the first of the month following the death of the employee, no payments will be made hereunder. Once begun, payments will cease when there is no eligible survivor in any Class.
- (e) Bridge Survivor Income Benefits for
Class A or Class B Eligible Survivors
There shall also be payable in accordance with the terms and conditions of this subsection to a Class A or Class B eligible survivor, both terms as defined in subsection (c) above, who is 45 years of age or more on the date of the employee's death, or whose age, when combined with the employee's Years of Participation (both of which are to be determined to the nearest 1/12, and as of the date of the employee's death), totals 55 or more, and who has received 24 monthly payments of the Transition Survivor Income Benefit provided in subsections (a) and (b) above, an additional survivor income benefit (hereinafter referred to as a Bridge Survivor Income Benefit) of ~~\$550~~ \$600 per month; provided, however, that with respect to an employee at work on or after ~~November 1, 1999~~ _____ (C), the amount shall

be ~~\$600~~ \$650. Such monthly Bridge Survivor Income Benefit shall be reduced by an amount equal to the full amount of any monthly benefit payable to a surviving spouse under any pension plan or retirement program then in effect to which the Corporation or any of its subsidiaries has contributed. Such benefit shall be paid as follows:

(f) Payment of Bridge Survivor
Income Benefit

- (1) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Survivor Income Benefit is paid; provided, however, that no benefit shall be payable to a Class A or Class B eligible survivor for any month for which such survivor is eligible, because of the care of a child, to receive Mother's Insurance Benefits or a comparable benefit for a father, whether or not called a Father's Insurance Benefit, under the Federal Social Security Act as now in effect or as hereafter amended.
- (2) The Bridge Survivor Income Benefit will cease to be paid immediately upon the occurrence of:
 - (i) the death or remarriage or the date a new relationship is established with a same-sex domestic partner of the Class A or Class B eligible survivor or
 - (ii) attainment by the Class A or Class B eligible survivor of age 62 (age 62 and one month, if such survivor attains age 62 on or after March 1, 1982, and receives an initial Social Security Old-Age Insurance Benefit which is paid during the second month following the survivor's 62nd birthday) or such lower age at which full Widow's or Widower's Insurance Benefits or Old-Age Insurance Benefits become payable under the Federal Social Security Act as now in effect or hereafter amended.

(g) Privilege of Obtaining an
Individual Policy of Life Insurance

The employee shall be entitled to have issued to such employee an individual policy of life insurance in accordance with the provisions set forth in Article IV, Section 6 provided the employee has at least one eligible dependent under any Class at the date of cessation of insurance, the employee's Basic Life Insurance ceases, and the employee applies within 31 days after the date the employee's Survivor Income Benefit Insurance ceases. The amount of such individual policy issued shall be increased by an amount equal to (or less at the option of the employee) the total amount of monthly Survivor Income Benefit Insurance payments that would have been made if the employee had died on the date the employee's insurance ceased. If the employee dies during such 31-day period, whether or not the employee shall have made application for

such individual policy, the insurance company shall pay any Survivor Income Benefit Insurance which would otherwise be payable in accordance with this Section 8.

(h) Non-Alienation

Except as expressly provided for in Section 10(f) of this Article, no Survivor Income Benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

No other Sections of this Article, except as specifically mentioned in this Section 8, shall be applicable to this Survivor Income Benefit Insurance.

Section 9. Optional Life Insurance

(a) Eligibility

An employee as defined in Article V, Section 1 who is insured for the Basic Life Insurance described in Section 2 of this Article, shall become eligible for Optional Life Insurance on the first day of the calendar month next following the month in which employment with the Corporation commences subsequent to such employee's most recent date of hire.

The date the employee becomes eligible for Optional Life Insurance shall be referred to hereinafter as the employee's eligibility date.

(b) Enrollment and Effective Dates

The employee's Optional Life Insurance shall become effective as set forth below:

- (1) If the employee enrolls on or before the employee's eligibility date, insurance becomes effective on the eligibility date.
- (2) If the employee enrolls during the 31-day period following the employee's eligibility date, insurance becomes effective on the first day of the calendar month next following the date of enrollment.
- (3) If the employee enrolls subsequent to the 31st day following the employee's eligibility date, or if the employee becomes insured for Optional Life Insurance and later decides to enroll for a higher amount of insurance as set forth in subsection (c) below, the employee must furnish evidence satisfactory to the insurance company (i) of the employee's good health, or (ii) that the employee has had an increase in family status because the employee has married or acquired children by birth or adoption during the 31-day period immediately prior to such enrollment. In either case, insurance shall become effective on the first day of the calendar month next following the date the insurance company approves such evidence,

insured for such lower amounts of insurance on the first day of the calendar month next following the last month for which the employee contributed for the higher amounts, whether or not the employee is then actively at work.

(c) Definition of Dependent
"Dependent" means

(a) the employee's spouse, ~~and~~

~~(b)~~ A spouse will also include a same-sex domestic partner, provided the employee and the same-sex domestic partner meet all of the following criteria:

- Are the same sex;
- Have shared a continuous committed relationship with each other for no less than 6 (six) months, intend to do so indefinitely and have no such relationship with any other person.

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- Are jointly responsible for each other's welfare and financial obligations;
- Reside in the same household;
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of their state of residence;
- Reside in a state where marriage between persons of the same sex is not recognized as a valid marriage, or, if residing in a state which recognizes same-sex unions, enter into such union as recognized by the state;
- Are at least age 18, of legal age, and legally competent to enter a contract; and
- Are not married to a third party.
- Employees will be required to submit a notarized affidavit attesting that their domestic partner relationship meets all the above criteria. Affidavits completed and submitted for health care will be recognized for purposes of this plan.

(b) any unmarried child over 14 days of age

(i) of the employee by birth, legal adoption, or legal guardianship, while such child legally resides with and is dependent upon the employee,

- (ii) of the employee's spouse while such child is in the custody of and dependent upon the employee's spouse and is residing in and a member of the employee's household,
- (iii) of the employee's same-sex domestic partner while such child meets the requirement to be the employee's dependent under Section 151 and 152 of the Internal Revenue Service Code and is:
 - the same-sex domestic partner's child by birth or adoption,
 - unmarried,
 - residing with the employee,
- ~~(iii)~~ (iv) as defined in (i) ~~or~~ , (ii) or (iii) who does not reside with the employee but is the employee's legal responsibility for the provision of health care,
- ~~(iv)~~ (v) who resides with and is related by blood or marriage to the employee, for whom the employee provides principal support as defined by the Internal Revenue Code of the United States, and who was reported as a dependent on the employee's most recent income tax return or who qualifies in the current year for dependency tax status, or
- ~~(v)~~ (vi) who was eligible hereunder on the date of the employee's death and following the death of the employee, resides with the surviving spouse of the employee, for whom the surviving spouse provides principal support as defined by the Internal Revenue Code of the United States, and was reported as a dependent on the employee's surviving spouse's most recent income tax return or who qualifies in the current year for dependency tax status.

A child as defined in (i), (ii), (iii), (iv) ~~or~~ , (v) or (vi) is included until the end of the calendar year in which the child attains age 25, or regardless of age if totally and permanently disabled as defined hereinafter, provided that any such child after the end of the calendar year in which the child attains age 19 must be dependent upon the employee within the meaning of the Internal Revenue Code of the United States and must legally reside with, and be a member of the household of, the employee. "Totally and permanently disabled" means having any medically determinable physical or mental condition which prevents the child from engaging in substantial gainful activity and which can be expected to result in death or to be of long-continued or indefinite duration.

For the purposes of Dependent Life Insurance continued as set forth in subsection (e) below, a child born after the employee's death shall be an eligible Dependent only if such

child is the issue of the surviving spouse's marriage to the deceased employee, and was conceived prior to such employee's death. Any such child shall be eligible on the same basis as a child born prior to the employee's death.

The Definition of Dependent used in this Section shall apply ~~only~~ to the Dependent Life Insurance and Personal Accident Insurance set forth herein and shall be entirely independent of any such definition used for the Health Care Benefits set forth in the Delphi Health Care Program for Hourly Employees.

(d) Amount of Insurance

The amount of Dependent Life Insurance applicable to each Dependent is as follows:

	AMOUNT OF INSURANCE	
	DEPENDENT	
	SPOUSE	CHILD
Schedule I	\$5,000	\$2,000
Schedule II	\$10,000	\$4,000
Schedule III	\$15,000	\$6,000
Schedule IV	\$20,000	\$8,000
Schedule V	\$25,000	\$10,000
Schedule VI	\$30,000	\$12,000
Schedule VII*	\$35,000	\$14,000
Schedule VIII*	\$40,000	\$16,000
Schedule IX*	\$45,000	\$18,000
Schedule X*	\$50,000	\$20,000
Schedule XI*	\$60,000	\$24,000
Schedule XII*	\$75,000	\$30,000

*Effective January 1, 2000-2004

No increase in the amount of insurance in force on account of any Dependent will occur after the employee's death.

(e) Continuation for Certain Survivors

In the event an employee dies while insured for Dependent Life Insurance, the insurance as set forth in subsection (d) above, may be continued for the surviving spouse of the employee and any Dependent child who continues to be eligible, as set forth in subsection (c), above.

(f) Contributions

The employee shall contribute the full cost of Dependent Life Insurance. Contributions shall be payable monthly in advance and, where possible, from any monies then payable to the employee in the form of wages or benefits payable under any Delphi benefit plan. The required monthly contribution, regardless of the number of Dependents on whose account the employee is insured, is as set forth in the following schedules, which will remain in effect for the term of the Agreement.

Monthly Contribution Prior to January 1, 2004

Employee's Age	Schedule I \$5,000/	Schedule II \$10,000/	Schedule III \$15,000/	Schedule IV \$20,000/	Schedule V \$25,000/	Schedule VI \$30,000/	Schedule VII \$35,000/
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set forth in the following schedule provided the required contribution is paid to the insurer.

<u>Years of Seniority on Last Day Worked Prior to Layoff</u>	<u>Maximum Number of Months for Which Coverage Can be Continued</u>
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

(3) Retirees

Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal Accident Insurance provided the required contribution is paid to the insurer annually and in advance.

ARTICLE III

CONTINUATION OF COVERAGES,
CORPORATION AND EMPLOYEE CONTRIBUTIONS,
AND CESSATION OF COVERAGES

Section 1. Employees in Active Service

The Corporation shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Corporation, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

Section 2. Employees on Layoff or Leave of Absence
Other Than for Disability

Coverages (other than Personal Accident Insurance) may be continued for the periods set forth below after the month in which the employee last works prior to layoff or leave of absence upon payment of any required contributions. Personal Accident Insurance may be continued as set forth in Article II, Section 11(j~~i~~).

- (a) For the first month all coverages provided under Article II will be continued and the Corporation shall pay the full monthly charge for such coverages (other than Optional and Dependent Life Insurance). The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

paid, the unpaid instalments shall be commuted at the rate of interest used in computing the amount of instalment payments, and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an instalment settlement.

- (5) The employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the employee.
- (6) If the surviving spouse of the employee dies as a result of accidental bodily injuries while Personal Accident Insurance is being continued as set forth in subsection ~~(hd)~~ (3), ~~below~~ above, the insurance in force on account of the surviving spouse shall be paid in a lump sum to the spouse's beneficiary of record if one has been designated, otherwise to the estate of the surviving spouse.
- (7) If a dependent child sustains a loss as a result of accidental bodily injuries while Personal Accident Insurance is being continued as set forth in subsection ~~(hd)~~ (3), ~~below~~ above, the benefit shall be paid to the surviving spouse of the employee.
- (8) The surviving spouse's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of a dependent.
- (9) All other indemnities are payable to the employee.
- (10) This insurance is term insurance without cash, loan or paid-up values.

~~(h)~~ (h) ~~Continuation for Survivors~~

~~In the event an employee dies while insured for Family coverage under this Personal Accident Insurance, such insurance, applicable to the spouse and dependent child(ren) may be continued by the surviving spouse for 12 months following the month of the employee's death unless such insurance ceases earlier as set forth in subsection (i) below.~~

~~(i)~~ (h) Cessation of Insurance

- (1) The Personal Accident Insurance on account of an employee shall automatically cease on the earliest of the following:

- (i) The date the employee ceases to be insured for Basic Life Insurance provided in accordance with Section 2 of this Article except as set forth in subsection ~~(j)~~(i), below.
 - (ii) If the employee fails to make a required contribution for Personal Accident Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.
 - (iii) The date of discontinuance of Personal Accident Insurance under the Plan as defined in Article V, Section 4.
- (2) The Personal Accident Insurance on account of a covered family member shall automatically cease on the earliest of the following:
- (i) On the date of termination of the employee's insurance, for reasons other than death.
 - (ii) On the date the dependent ceases to be an eligible dependent as defined in subsection (c) above.
- (3) Any Personal Accident Insurance continued in accordance with the provisions of subsection ~~(h)~~(3), above, shall automatically cease on the earliest of the following:
- (i) On the date the dependent ceases to be an eligible dependent as defined in subsection (c), above.
 - (ii) On the date the surviving spouse remarries or the date a new relationship is established with a same-sex domestic partner.
 - (iii) The date of discontinuance of Personal Accident Insurance under the Plan as defined in Article V, Section 4.
- ~~(j)~~ (i) Continuation After Cessation of Active Work
- (1) Employee on Leave of Absence
- During the month in which an approved leave of absence commences, an insured employee on such leave will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on an approved leave of absence provided the required contribution is paid to the insurer.

- (2) Employees on layoff
During the month in which a layoff commences, an insured employee on such layoff will be covered for the full calendar month provided the contribution has been made for that month.

Personal Accident Insurance coverage may be continued thereafter while the employee remains on layoff, as set forth in the following schedule provided the required contribution is paid to the insurer.

<u>Years of Seniority on Last Day Worked Prior to Layoff</u>	<u>Maximum Number of Months for Which Coverage Can be Continued</u>
Less than 1	0
1 but less than 2	16
2 but less than 3	18
3 but less than 4	20
4 but less than 5	22
5 but less than 10	24
10 and over	36

Contributions must be paid to the insurer within 31 days of the last month for which contributions were paid by payroll deduction and by the first day of each month thereafter.

- (3) Retirees
Employees insured for Personal Accident Insurance on the day immediately preceding their retirement effective date may continue Personal Accident Insurance provided the required contribution is paid to the insurer annually and in advance.

ARTICLE III

CONTINUATION OF COVERAGES, CORPORATION AND EMPLOYEE CONTRIBUTIONS, AND CESSATION OF COVERAGES

Section 1. Employees in Active Service

The Corporation shall pay the full monthly charge for coverages provided under Article II (other than Optional Life, Dependent Life and Personal Accident Insurance) for an employee with respect to any month in which the employee has earnings from the Corporation, except as may otherwise be provided under Article I, Section 4. The employee shall contribute the full cost of Optional Life, Dependent Life and Personal Accident Insurance.

Section 2. Employees on Layoff or Leave of Absence Other Than for Disability

Accident Benefits may continue Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance in any month in which such employee is totally and continuously disabled while the employee remains on such leave on the same basis as if the employee became disabled while Sickness and Accident coverage was in force.

The Corporation shall pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

- (d) If at the expiration of the applicable period specified in subsections (a), (b) or (c) above, an employee is receiving payments because of employment with the Corporation under any Workers Compensation Law or Act or any Occupational Disease Law or Act, only such employee's Basic Life, Extra Accident, Survivor Income Benefit, Optional Life and Dependent Life Insurance shall be continued for the period the employee continues to receive such payments.

The Corporation shall continue to pay the full monthly charge for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

- (e) If at the expiration of the applicable period specified in subsections (a), (b), (c) or (d) above the employee shall continue to be disabled, the following provisions apply:

(1) Employees With Less Than
Ten Years of Participation

An employee may continue during such employee's period of continuing total disability only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed the employee's Years of Participation as of the first day of disability, but not after age 65. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

(2) Employees With Ten or More
Years of Participation

An employee may continue during such employee's period of continuing total disability up to age 65 only Basic Life, Extra Accident, Optional Life and Dependent Life Insurance which was in force on the last day of the month in which disability commenced. The employee shall contribute 50¢ per month per \$1000 of Basic Life Insurance for such insurance (other than Optional and Dependent Life Insurance) continued, except that while

the employee is adjudged totally and permanently disabled no further contributions for such insurance (other than Optional and Dependent Life Insurance) will be required. The employee shall contribute the full cost of Optional and Dependent Life Insurance continued.

Continuing Basic Life Insurance on and after age 65 shall be determined as set forth in Article II, Section 2(b). Sickness and Accident coverage will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of Participation in such cases include the period of total and permanent disability during which contributions were not required. On and after age 65 Optional Life, Dependent Life and Personal Accident Insurance shall be determined as set forth in Article II, Section 9, 10 and 11, respectively.

Section 4. Special Continuation of Insurance

(a) Insured Employee Between Ages 60 and 65

An insured employee who ceases active work at or after age 60 and was insured from age 60 to the date such employee ceases active work or who has ceased active work prior to age 60 but is insured at age 60, and who in either case has five or more Years of Participation at the end of the month in which the employee attains age 60 may continue only Basic Life and Extra Accident Insurance to age 65 by making the required contributions at the rate of 50¢ per month per \$1000 of Basic Life Insurance, except that such contributions shall not be required of any such retired employee eligible for benefits under Article II, Section 2 or 3 of the Delphi Hourly-Rate Employees Pension Plan.

(b) Insured Employee Prior to Age 60

An insured employee who retires or is retired prior to age 60 under the provisions of Article II, Section 2(a) or (b) of the Delphi Hourly-Rate Employees Pension Plan and who was insured to the date such employee retires or was retired shall have only Basic Life and Extra Accident Insurance continued to age 65 without any premium contribution.

(c) Uninsured Employee Retiring With Benefits

An uninsured employee retiring with benefits under any Corporation pension plan or retirement program without returning to work from a layoff or leave of absence who thereby is unable to continue Basic Life and Extra Accident Insurance in accordance with subsections (a) or (b) above shall become insured, if such employee is then under age 65 on the first day of the month following the month in which seniority is canceled because of such retirement for the same amount the employee otherwise could have continued at the time of the employee's retirement, subject to reduction at age 65 in accordance with Article II, Section 2(b). Contributions shall not be required of any such retired employee.

(d) Conversion Privilege and Coverage After Age 65

- (1) If the employee does not continue Basic Life Insurance in the manner set forth in (a) or (b) above, the employee may exercise the conversion privilege described in Article IV, Section 6. At attainment of age 65, an employee who has continued Basic Life and Extra Accident Insurance to that date, as set forth herein, shall have Basic Life Insurance reduced as provided in Article II, Section 2(b), and the employee's Extra Accident Insurance shall be discontinued.
- (2) An employee separated at or after age 55 who is not eligible to continue Basic Life and Extra Accident Insurance under the provisions of subsections (a) and (b) above shall have all coverages discontinued and the employee shall be entitled to the conversion privilege as described in Article IV, Section 6; except that if such separation is due to total disability the employee may continue the coverages as described in Section 3 of this Article.

Section 5. Cessation of Coverages

- (a) If an employee quits or is discharged, all coverages shall automatically cease as of the day the employee quits or is discharged or on the date seniority is broken, if later.
- (b) If the employee fails to make the required contributions for coverages under Article II, such coverages shall automatically cease on the date of the expiration of the last period for which such contribution was made by the employee or the Corporation.
- (c) All coverages shall automatically cease upon the discontinuance of the Plan, or, if the provisions thereunder for any one of the forms of coverage in Article II are discontinued, that form of coverage shall be discontinued.
- (d) If Sickness and Accident Benefit coverage does not cease in accordance with subsection (a) herein, such coverage shall automatically cease on the later of the date of:
 - (1) the expiration of the maximum number of weeks for which weekly benefits are payable under this coverage on account of the employee's disability, and
 - (2) the earlier of the expiration of the employee's approved disability leave of absence, or retirement.

Sickness and Accident Benefit coverage may be reinstated only if and when the employee returns to active work for the Corporation. However, in the event Sickness and Accident Benefits cease while an employee's personal physician continues to certify to total disability and the employee remains on approved disability leave of absence, Sickness and Accident coverage shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth under Article II, Section 6(b)(1).

ARTICLE IV
GENERAL PROVISIONS

Section 1. Amount of Coverage

Depends on Base Hourly Rate

- (a) Amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages are determined by the base hourly rate on the date the employee becomes covered under the Program.
- (b) If the employee is working on an incentive method of pay, the employee's average earned hourly rate for the four pay periods (or the period of employment, if less) which include and immediately precede the applicable date as set forth in the preceding paragraph is substituted for the base hourly rate specified in the preceding paragraph in determining the amounts of coverage.
- (c) Neither base hourly rate nor average earned hourly rate, as used in this Section, shall include overtime or night shift premiums or any Cost-of-Living Allowance.
- (d) An employee retired under the Delphi Hourly-Rate Employees Pension Plan, other than on disability retirement, who returns to work while still covered, shall have the amount of such employee's coverages determined on the employee's base hourly rate on the date the employee returns to work, subject to reduction as set forth in Article II, Section 2(b).

Section 2. Amount of Coverage Subsequent to

Becoming Covered Under the Program

- (a) Subsequent to the date an employee becomes covered under the Program the amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages for which such employee is covered shall be based on the employee's current base hourly rate, except that if the employee is not actively at work on the date when the amount of coverage would change, the employee shall be covered for such changed amount when the employee returns to work.
- (b) Changes in amounts of Basic Life, Extra Accident, Sickness and Accident, and Extended Disability Benefit coverages due to transfers from salaried to hourly payrolls shall become effective on the date of transfer, provided the employee is then actively at work. If the employee is not actively at work on such date, the change will be effective on the date of the employee's return to work.
- (c) Irrespective of the foregoing, in the event of death or commencement of total disability, if an employee's base hourly rate on either of the two quarterly review dates (January 1, April 1, July 1, or October 1) immediately preceding such employee's last day worked [or in the case of an employee working on an incentive method of pay, the employee's average earned hourly rate for the four pay periods in which such employee worked full weeks (or the